Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II
Vice-Chair
Kent S. Boes, District III,
Gary J. Evans, District IV
Chair
Janice A. Bell, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
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www.countyofcolusa.org

COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

March 12, 2024

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of February 13, 2024 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS – **Note: 3 minutes allowed per Department for Staff Reports.**
This time is available for any County staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 5.

1. CLERK RECORDER/ELECTIONS
Adopt a Resolution Approving an Application for Funds under the Help America Vote Act of 2022 and authorizing the County Clerk-Recorder-Registrar to Execute Documents for this and future funding.

2. HEALTH AND HUMAN SERVICES
Approve the Subrecipient Agreement with **Glenn County,** to provide supportive services under the Continuum of Care Program for Rural Homelessness Set Aside, effective November 1, 2023, and authorize the CAO to sign.

3. PURCHASING AND PROCUREMENT/JAIL
Ratify two service agreements with Tek84 for maintenance and repair of the Jail's Intercept Whole Body scanner as follows:

Tek84-Quote # SA2024-01-04-B, effective March 3, 2024 through June 30, 2024,
Tek84-Quote # SA 2024-01-04-C, effective July 1, 2024 through June 30, 2025

4. PURCHASING AND PROCUREMENT/PURCHASING/WILLIAMS MHC
Ratify purchase of 10 commercial Speed Queen dryers from Waterfall Wholesale Inc. for the Williams Migrant Housing Center in the amount of $18,490.63.

5. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROADS DEPARTMENT
Adopt plans, specifications and working details for a Request For Bids (RFB) for road reconstruction on County Line Road from the 2047 Canal to Browning Road.

END OF CONSENT AGENDA

III. HUMAN RESOURCES
1. Adopt a revised Resolution approving the corrected Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

IV. ASSESSOR
1. **SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION**
Approve Stipulation Agreements (APN 005-260-003) in accordance with Section 1607 of the California Revenue and Taxation Code with Mistry & Panchal Investments, LLC. for Application for Changed Assessment No. 23-14 and 24-01, located at 400 C St. Williams, CA. 95987.

V. HEALTH & HUMAN SERVICES
1. Per County Ordinance No. 834, appoint Elizabeth Kelly, Health & Human Services Director to the Partnership Health Plan of California Commission, effective January 1, 2024 through December 31, 2027.

2. Approve letter of support for the In-Home Supportive Services administrative "Bridge" funding proposal.

VI. BEHAVIORAL HEALTH
1. Presentation on Fiscal and Program Impacts as a Result of Behavioral Health Services Reform, Proposition 1, and other regulatory changes; possible direction to staff concerning proposed Cypress House Adult Residential Facility.

VII. COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve letter to the State of California Department of Transportation regarding the proposed acquisition of land currently under the Williamson Act for the Cortina Ridge Sawato Kamitlitarro Wildlife Crossing.

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims.

2. Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment Nos. IB-012 - IB-015. **(4/5 vote required)**

IX. BOARD OF SUPERVISORS

1. Approve the February 27, 2024 Board of Supervisors Regular Meeting Minutes.

2. Approve letter of support for SB 1032 (Padilla) that would give HCD the authority to forgive specific legacy loans, per HCD's discretion.

3. Consider recommended proposal from Board of Supervisors Ad Hoc Committee for Salary and Benefit Negotiations with the Assessor, Auditor, Clerk-Recorder, District Attorney, Treasurer/Tax Collector, and Sheriff.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   California Government Code section 54956.8
   Property: 1500 E Street, Williams, CA (APN 05-201-032)
   Property owner: Williams School District
   Negotiators: County Administrative Officer and County Counsel
   Under negotiation: Price and Terms of Sale

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

COUNTY OF COLUSA, CA 2.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Clerk Recorder/Elections

FROM: Cristy Edwards

SUBJECT: **Adopt a Resolution Approving an Application for Funds under the Help America Vote Act of 2022 and authorizing the County Clerk-Recorder-Registrar to Execute Documents for this and future funding.**

Adopt a Resolution Approving an Application for Funds under the Help America Vote Act of 2022 and authorizing the County Clerk-Recorder-Registrar to Execute Documents for this and future funding.

Detailed Description/Background of request

The purpose of this Resolution is to authorize the County Clerk-Recorder-Registrar to apply for various funding via the Help America Vote Act (HAVA), administered by the U.S. Elections Administration Commission, to comply with the requirements of HAVA section 101 for the "improvement of the administration of elections". The Resolution further authorizes the County Clerk-Recorder-Registrar to execute any contracts, payment requests or other document which may be required to make use of any funding awarded.
Currently there is $20,000 of funding available to Colusa County. There could be subsequent funding opportunities that arise, and this Resolution would allow the Clerk-Recorder-Registrar to apply for those as well.

Prior Board Action

The County has previously applied for and accepted HAVA funds to assist with Election costs.

Fiscal Impact/Funding Source

There is no fiscal impact to adoption of the Resolution. However, a minimum of $20,000 revenue could be received for the Elections Dept.

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Action for the Clerk

Provide County Clerk-Recorder-Registrar with a certified copy of the Resolution

ATTACHMENTS:

- HAVA Accessible Polling Place Resolution (DOCX)
- HAVA Agreement 0890-23G26106 (PDF)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING AN APPLICATION FOR FUNDS UNDER THE HELP AMERICA VOTE ACT OF 2002 AND AUTHORIZING THE COUNTY CLERK-RECORDER-REGISTRAR TO EXECUTE DOCUMENTS

WHEREAS, the United States Congress has appropriated funding for the Help America Vote Act of 2002; and;

WHEREAS, the California Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 funds including setting up necessary procedures for allocation of those funds; and

WHEREAS, said procedures established by the California Secretary of State require the County to certify by resolution, the approval of applications and contracts for distribution of said funds to Colusa County.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa as follows:

1. The Board authorizes the filing and execution of applications and contracts for financial assistance for the purpose of fulfilling duties and responsibilities under the Help America Vote Act of 2002.
2. The Board certifies that the County, through its Registrar of Voters, understands the requirements of the Help America Vote Act of 2002 concerning certifications, assurances and audit requirements, and
3. The Board appoints the County Clerk-Recorder-Registrar of Voters as agent to conduct negotiations, execute and submit all documents, including but not limited to applications, contracts, payment requests and other documentation, which may be necessary for the execution of the duties and responsibilities under the Help America Vote Act of 2002.

PASSED AND ADOPTED this 12th day of March, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Chair of the Board of Supervisors

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

Attachment: HAVA Accessible Polling Place Resolution [Revision 2] (9553 : Adopt Resolution FOR hava GRANTS)

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: HAVA Accessible Polling Place Resolution [Revision 2] (9553 : Adopt Resolution FOR hava GRANTS)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G26106	SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Colusa County

2. The term of this Agreement is:

START DATE
January 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$20,000.00; Twenty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	4
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C*	General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Colusa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
546 Jay Street, Suite 200	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
Cristy Jane Edwards	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G26106	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, 4.04.A.2		

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

EXHIBIT A
SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Colusa ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 90.404, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

For County: Cristy Jayne Edwards (530) 458-0500

For State: Antwanette Wiley (916) 695-1657

D. USE OF FUNDS

1. General Uses

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred, provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

1) Reimbursement for travel expenses incurred after July 1, 2023, for staff to attend one of the Secretary of State training.
2) Reimbursement for staff salaries and benefits incurred after July 1, 2023, for accessibility surveys of polling places or for training staff to survey polling places.
3) Reimbursement for other expenses as provided below incurred after July 1, 2023, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

4) Reimbursement for costs incurred after July 1, 2023 associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
5) Reimbursement for funds expended after July 1, 2023, assessment supplies or equipment and supplies as needed, including any of the items listed below:

a. Assessing Accessibility

1) Tools to measure slope;
2) Tools to measure width, turning area, etc;
3) Calculators;
4) Survey kits;
5) Clipboards;
6) Tape measures;
7) Polling Place Inspectors/Surveyors;
8) Cameras;
9) Door pressure gauges;
10) Tablets used for conducting surveys[1].

b. Equipment and Activities to Improve Physical Accessibility

1) New accessible voting booths;
2) Retrofitting voting booths;
3) Tools or equipment to modify voting booths;
4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
5) Adapter "kits" or other materials to make a voting station accessible;
6) Signage (parking, directional, entrance, etc.);
7) Accessible tables;
8) Chairs (for seated voting);
9) Supports for accessibility signage;
10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
11) Doorstops;
12) Lighting;
13) Low-vision pens;
14) Magnifying devices;
15) Mats or other materials to make the path of travel accessible;
16) Pen grips;
17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
18) Temporary handrails;
19) Permanent handrails;
20) Threshold covers or mats;
21) Traffic cones or other materials to make parking temporarily accessible for voting;

[1] If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E – Additional Provisions.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

22) Wedges;
23) Equipment for CD/DVD duplication;
24) Accessibility web site development costs;
25) Improving accessibility of web site.

c. Training Materials and Programs

1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
2) Development, production, translation of video/DVD training materials;
3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
2) Public advertising of information on accessibility of polling places and voting;
3) Mailers to disseminate information on services for persons with disabilities;
4) Translation of existing materials related to accessibility into required languages;
5) Reformatting and re-printing materials into "large-type";
6) Readability analysis to simplify informational or instructional materials;
7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

e. Remote Accessible Vote-by-Mail System (RAVBM)

1) Reimbursement for costs associated with the acquisition or deployment of a certified remote accessible vote by mail system, which allows a voter with a disability to download, mark electronically, print, and then cast their voted selections by returning the printed paper cast vote record to the elections office.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sale determiner of whether or not an expenditure is reimbursable.

1) Administrative costs;

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

2) Batteries;
3) Blackberries/Smartphones (hand held computers);
4) Braille business cards;
5) Cable TV;
6) Cassette players;
7) Cassette tapes (except those used for voter education);
8) Catering;
9) Computers;
10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
11) Office supplies, including but not limited to paper, pens and post-it notes;
12) Concrete paving for parking lots and spaces;
13) Concrete ramps;
14) DREs /other voting equipment (can be purchased with other HAVA funds);
15) Emergency exit signs;
16) Facility rental;
17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
18) Food;
19) Gas (except travel reimbursements[2]);
20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
21) Invitations;
22) Laptops;
23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
23) Light bulbs;
24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
26) Parking lot improvements;
27) Photographers;
28) Scanners;
29) Staff salaries of County employees not conducting one of the activities allowable;
30) Trailers;
31) Transportation to polling site;
32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please reach us at (916) 695-1657 or HAVAInvoices@sos.ca.gov.

[2] Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred and not to exceed the total amount on the contract.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only if the United State Government for fiscal year 2022-23 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than $20,000.00.

6. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of 2 CFR 200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Uses of Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

(1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';

(2) Include the total amount of the claim;

(3) Include the agreement number on the face sheet;

(4) Identify whether additional claims are expected to be submitted;

(5) Include the hourly charge of any contractor for which a claim is made for their time;

(6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

(7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

work paid for as time and materials); Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes, and

(8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225. may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf.

10. Payments of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2 CFR - Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

DocuSign Envelope ID: B152D330-7C72-4EE4-A8E4-567AC73C1715

14. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside of The Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:

    a. Accurately reflects fiscal transactions with necessary controls and safeguards;

    b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

    c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2023.

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf;

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 251 of HAVA;

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

    Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at https://sam.gov/content/home

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

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EXHIBIT E
ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

a. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

b. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

c. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

d. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

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g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

h. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

i. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

j. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

a. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).

b. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.

c. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.

d. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.

e. A report on the program must be produced prior to reimbursement approval that provides certain information, including:

1. A description of the program.

2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)

3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any

4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors

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5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

3. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Attachment: HAVA Agreement 0890-23G26106 (9553 : Adopt Resolution FOR hava GRANTS)

EXHIBIT G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

HAVA ACTIVITY HOURS

	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1
1																																	
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PROGRAM TIME REPORTING

DELIVERABLE NAME	ORG	HOURS
(Taken from proposal and contract)		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
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		0.0
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		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
		0.0
	MONTHLY TOTAL	0.0

SIGNATURE OFCONTRACTOR	DATE

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COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Health and Human Services

FROM: Elvert Richardson

SUBJECT: **Approve the Subrecipient Agreement with Glenn County, to provide supportive services under the Continuum of Care Program for Rural Homelessness Set Aside, effective November 1, 2023, and authorize the CAO to sign.**

Approve the Subrecipient Agreement with **Glenn County,** to provide supportive services under the Continuum of Care Program for Rural Homelessness Set Aside, effective November 1, 2023, and authorize the CAO to sign.

Detailed Description/Background of request

The US Department of Housing and Urban Development (HUD) released the Special Notice of Funding Opportunity (NOFO) to Address Unsheltered and Rural Homelessness.

The purpose of this Special NOFO is to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness and homelessness in rural areas. The Colusa County Department of Health and Human Services applied through the Colusa, Glenn, & Trinity County Community Action Partnership.
Colusa County Department of Health & Human Services was awarded funding for the following areas:

Food Vouchers - $2,091.00

Transportation - $2,499.00

Short-term Emergency lodging in Motels and Shelter - $117,501

Services under this Agreement are from November 1, 2023, and shall continue until October 31, 2026, or until the agreement is terminated by either party in accordance with the provisions of the Agreement.

Prior Board Action

None

Fiscal Impact/Funding Source

Payment shall not exceed one hundred twenty two thousand ninety-one dollars ($122,091.00) from the US Department of Housing and Urban Development.

Action for the Clerk
Obtain signatures and send to the following for full execution:
Brenda Wilson
bwilson@countyofglenn.net
Colusa-Glenn-Trinity Community Action Partnership
Glenn County Community Action Department
345 Yolo Street Orland, CA, 95963

ATTACHMENTS:

- 27_Colusa_HHS_CAD2061_DHHS_Rural_Set_Aside.docx (PDF)

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DHHS RURAL SET ASIDE SUBRECIPIENT AGREEMENT
FISCAL YEARS 2023-2027

This Subrecipient Agreement ("Agreement") is made and entered into this 1st day of November, 2023, by and between Glenn County, a political subdivision of the State of California ("County"), and Colusa County Department of Health and Human Services ("Subrecipient ").

RECITALS:

A. County has determined that it is desirable to retain Subrecipient to provide supportive services under the Continuum of Care Program for Rural Homelessness Set Aside; and

B. Subrecipient represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Subrecipient represents and warrants that Subrecipient is a government entity that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Subrecipient represents and warrants that Subrecipient advertises these services to and contracts with entities other than County; and

E. Subrecipient represents and warrants that Subrecipient maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Subrecipient to perform the proposed services.

County and Subrecipient agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Subrecipient to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include providing supportive services under the Continuum of Care Program for Rural Homelessness Set Aside ("Services").

2. Term. Services under this Agreement shall commence on November 1, 2023, and shall continue until October 31, 2026, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Subrecipient for the professional services described in Exhibit "A" shall be the rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this

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event, the County shall have no liability to pay any further amounts whatsoever to Subrecipient or furnish any other consideration under this Agreement and Subrecipient shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Subrecipient to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Subrecipient acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Subrecipient is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred twenty-two thousand ninety-one dollars ($122,091.00).** The County shall make no payment to Subrecipient in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Subrecipient agrees to testify at County's request if litigation is brought against County in connection with Subrecipient's work. Unless the action is brought by Subrecipient or is based upon Subrecipient's negligence or intentional tortious conduct, County will compensate Subrecipient for the testimony at Subrecipient's hourly rate.

4. Invoice and Payments. Subrecipient shall submit invoices for services rendered during the preceding month. Subrecipient shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates Communication Action Program Manager, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Subrecipient shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Subrecipient's Representative. Subrecipient hereby designates Director, or his or her designee, to act as its representative for the performance of this Agreement ("Subrecipient's Representative"). Subrecipient's Representative shall have full authority to represent and act on behalf of Subrecipient for all purposes under this Agreement. Subrecipient's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

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If to the County:

Contract Administration
Glenn County Community Action Department
345 Yolo Street
Orland, California 95963
Telephone: (530) 934-1443
Email gccad@countyofglenn.net

If to Subrecipient:

Colusa County Department of Health and Human Services
Attn: Elizabeth Kelly, Director
251 E Webster St
Colusa, CA 95932
Telephone: (530) 458-0250
Email: amilcar.avendano@countyofcolusa.com

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Subrecipient is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Subrecipient herein and Subrecipient shall have the right to provide the same or similar services to entities other than County without restriction. Subrecipient shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Subrecipient shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Subrecipient's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Subrecipient is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Subrecipient shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Subrecipient's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Subrecipient agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Subrecipient under this Agreement any amount which may have been required to be withheld by law.

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C. In the event that the Subrecipient's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Subrecipient shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Subrecipient. It is understood that Subrecipient is to provide information, research, advice, recommendations, and consultation services to the County. Subrecipient shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Subrecipient.

10. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Subrecipient, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Subrecipient may retain copies for its files and internal use; however, Subrecipient shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

11. Indemnification. To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Subrecipient, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Subrecipient shall defend, at Subrecipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Subrecipient shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Subrecipient shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Subrecipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Subrecipient's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Subrecipient. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Subrecipient's indemnification of the County, Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or

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damage to property that may arise from, or be in connection with, the performance of the work hereunder by Subrecipient, Subrecipient's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (*Not required if Subrecipient certifies that it has no employees*).

☐ Contractor certifies that it has no employees: _____
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the Subrecipient's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

2. If Subrecipient maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits

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maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Subrecipient.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Subrecipient's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Subrecipient hereby grants to County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

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(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Subrecipient shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Subrecipient agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Subrecipient until Subrecipient has fully complied with the insurance provisions of this Agreement. In the event that Subrecipient's operations are suspended for failure to maintain required insurance coverage, Subrecipient shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Subrecipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Subrecipient shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

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A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Subrecipient and any subcontractors are engaged.

B. Subrecipient represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Subrecipient's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Subrecipient from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Subrecipient shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Subrecipient.

A. Subrecipient shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Subrecipient shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Subrecipient of any defect in Subrecipient's performance.

C. The Services shall be performed by Subrecipient or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Subrecipient shall at all times be under Subrecipient's exclusive direction and control. Subrecipient shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Subrecipient shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Subrecipient shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Subrecipient's records as needed to evaluate and verify any invoices, payments, and claims that Subrecipient submits to County or that any payee of Subrecipient submits to Subrecipient in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

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B. County and Subrecipient shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Subrecipient under this Agreement ("Documents & Data"). Subrecipient shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Subrecipient represents and warrants that Subrecipient has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Subrecipient makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Subrecipient or provided to Subrecipient by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Subrecipient under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Subrecipient under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Subrecipient, and whether or not developed by Subrecipient. Subrecipient will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Subrecipient shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Subrecipient of any and all right to the above referenced Intellectual Property. Should Subrecipient, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Subrecipient for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Subrecipient. However, unless otherwise identified and stated prior to execution of this Agreement, Subrecipient represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Subrecipient a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Subrecipient which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

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C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of County, be used by Subrecipient for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Subrecipient receive a subpoena or court order related to this Agreement or Services, Subrecipient shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Subrecipient shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Subrecipient shall defend, indemnify and hold County, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

17. Compliance with Law. Subrecipient shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

18. Prevailing Wages.

A. Subrecipient certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Subrecipient agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Subrecipient shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Subrecipient or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Subrecipient specifically acknowledges that County has not affirmatively represented to Subrecipient in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work". To the fullest extent permitted by law, Subrecipient

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hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Subrecipient acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Subrecipient or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Subrecipient acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Subrecipient acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Equal Opportunity Employment. Subrecipient represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Subrecipient shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

20. Labor Certification. By its signature hereunder, Subrecipient certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

21. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Subrecipient shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Subrecipient shall be liable for all violations of such laws and regulations in connection with Services. If Subrecipient performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Subrecipient shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the

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indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

23. Subcontracting and Assignment. Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

24. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

25. Prohibited Interests. Subrecipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Subrecipient, to solicit or secure this Agreement. Further, Subrecipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Subrecipient, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

26. Employment Adverse to County. Subrecipient shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

27. Conflict of Employment. Employment by Subrecipient of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Subrecipient of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Subrecipient securing this or related Agreements with County, is prohibited.

28. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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29. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

30. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

31. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

32. Time of Essence. Time is of the essence for each and every provision of this Agreement.

33. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

34. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

35. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Subrecipient and supersedes all prior oral and written agreements and communications.

36. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

37. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

38. Authority to Enter Agreement. Subrecipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Subrecipient warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Subrecipient.

39. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force

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and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

COUNTY OF GLENN

By: _____
Bill Wathen, Interim Director
Community Action Department

By: _____
Scott H. De Moss, County Administrative Officer
County of Glenn, California

APPROVED AS TO FORM:

By: _____
William J. Vanasek
County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager BE
Approved by Fiscal Manager KR

SUBRECIPIENT

By:_____
Elizabeth Kelly, Director
Colusa County Health and Human Services

By:_____
Wendy G. Tyler, County Administrative Officer
Colusa County

APPROVED AS TO FORM:

By: _____
Richard Stout
County Counsel, Colusa County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C - Dos Rios Continuum of Care (CA-523)

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Exhibit A - Scope of Services

Background: The US Department of Housing and Urban Development (HUD) released the Special Notice of Funding Opportunity (NOFO) for the Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness. The purpose of this Special NOFO is to target efforts to reduce unsheltered homelessness, particularly in communities with very high levels of unsheltered homelessness and homelessness in rural areas. Through this Special NOFO, HUD awarded funding to communities to implement coordinated approaches -- grounded in Housing First and public health principles -- to reduce the prevalence of unsheltered homelessness, and improve services engagement, health outcomes, and housing stability among highly vulnerable unsheltered individuals and families. The Glenn County Community Action Department (County) applied for the Rural Set Aside NOFO on behalf of the Colusa County Department of Health and Human Services Agency (Subrecipient) and was awarded $134,300. The County shall retain $12,209 for administrative costs.

The subrecipients operation of the project assisted with HUD Rural Set Aside Grant Funds are governed by:

1. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") (https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF);
    a. Subrecipients may exercise discretion in making program decisions and carrying out program activities. The McKinney-Vento Homeless Assistance Act and the program regulations impose specific restrictions and responsibilities on subrecipients, and each subrecipient must comply with those restrictions and responsibilities as part of the terms of its subaward.
2. Section 231 of the Department of Housing and Urban Development Appropriations Act, 2020 (42 U.S.C. 11364a; Public Law 116-94, approved December 20, 2019);
3. The Continuum of Care Program rule at 24 CFR part 578 (the "Rule") (https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-578/subpart-D/section-578.37), as amended from time to time;
4. The Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness Notice of Funding Opportunity ("Special NOFO") (https://www.hud.gov/sites/dfiles/CPD/documents/FR-6500-N-25S-Update-2022-09-30.pdf), published on October 20, 2022; and
5. The Subrecipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

Definitions: The definitions and concepts in this section are defined in 24 CFR 578.3.

CoC Program Components. 24 CFR 578.37 states that CoC funds may be used for projects under five program components: permanent housing (including rapid rehousing and permanent supportive housing); transitional housing; Supportive Services Only; HMIS; and in some cases, homelessness prevention. Subrecipient has been awarded funds under the Supportive Services Only component, defined below:

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Supportive Service Only (SSO).

1. Funds may be used to provide supportive services to unsheltered and sheltered homeless persons for whom the recipient or subrecipient is not providing housing or housing assistance. SSO includes street outreach.
2. Supportive services are eligible costs under the PH, TH, and SSO program components. 24 CFR 578.53 specifies all eligible services and requirements and clarifies that any cost not listed in the rule is ineligible. Supportive services included the budget are:
    a. Food: The cost of providing meals or groceries to program participants.
    b. Transportation: The costs of program participant's travel on public transportation or in a vehicle provided by the recipient or subrecipient to and from medical care, employment, child care, or other services eligible under this section.

Rural Set Aside Activities: For the Rural Set Aside, eligible activities are those identified in the CoC Program regulations at 24 CFR 578.37 through 578.63, and those listed below. Additionally, staff and overhead costs directly related to carrying out the eligible activities in paragraph (b) of this section are eligible as part of those activities. Eligible activities authorized under section 491 that are eligible and included in the budget:

1. **Short-term emergency shelter:** Short-term emergency lodging in motels or shelters, either directly or through vouchers. Eligible costs include lodging costs in motels or hotels for program participants; pro-rata share of sheltering program participants in existing shelters so long as the costs are actual costs of creating new and temporary beds in emergency shelters and not to permanently increase the capacity of the shelter. No funds may be used to shelter program participants in existing shelter beds.

Additional Requirements:

1. **Housing First:** Any Permanent Housing (PH), Joint Transitional Housing (Joint TH) and Permanent Housing Rapid Re-Housing (PH-RRH) component project, and Supportive Service Only projects (SSO) funded under this Agreement must follow a Housing First Approach.
2. Projects funded under this Agreement must be consistent with the CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs ("the Plan") that was developed in response to the Special NOFO. The Recipient represents that the project(s) funded by this Agreement are consistent with the Plan.
3. **HMIS:** Subrecipient shall enter all client-level data into the Dos Rios Homeless Management Information System ("HMIS") as required by the HMIS Lead Agency, the County. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with the County to obtain access to HMIS and obtain training for use of HMIS. Subrecipient shall use the Dos Rios HMIS Intake forms and processes as provided by the County. Subrecipient must ensure that data on all persons served, and all activities assisted under HUD are entered into the HMIS in accordance with HUD's standards on participation, data collection, and reporting.

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Exhibit B

Fee Schedule

Supportive Services	Food vouchers	$	2,091
	Transportation	$	2,499
	Total	$	4,590
Rural Aside Activities	Short-term emergency lodging in motels or shelters	$	117,501
	Total	$	117,501
	Subtotal	**$**	**122,091**

Match Commitment: The subrecipient must match all grant funds with no less than 25 percent of funds or in-kind contributions from other sources. Subrecipient has committed a contribution of $30,534 under the Housing Disability Advocacy Program. After services are rendered, Subrecipient shall report to the County the specific services that were provided; the profession of the persons that provided the service; the cost/hourly cost of the service provided.

Budget Modifications: As provided in 24 CFR 578.105(b)(1), a shift of more than 10 percent from one approved eligible activity to another (i.e. from the amounts in one of the identified budget line items to another) is a change that requires prior HUD approval as evidenced by an amendment to this Agreement. Once County and HUD approval has been received in writing, the existing budget shall be replaced by the updated budget with no formal amendment to this Agreement.

Invoicing Requirements: Subrecipient shall submit invoices and supporting documentation in compliance with Exhibit C, Grant Subaward Invoice and Supporting Documentation Standards.

Attachment: 27_Colusa_HHS_CAD2061_DHHS_Rural_Set_Aside.docx (9644 : Colusa Rural Set Aside Subrecipient Agreement)

DocuSign Envelope ID: 2FDF1A77-7FB5-4FFE-A735-0EDAA475CA1F

Exhibit C

Dos Rios Continuum of Care (CA-523)

Grant Subaward Invoice and Supporting Documentation Standards

Introduction

The Dos Rios Continuum of Care (CA-523) makes federal, state, or local funding available to Colusa, Glenn, and Trinity County service providers. Service providers in receipt of funding, herein referred to as "subrecipients," enter into subrecipient agreements with Glenn County (Lead Agency) as the administrative entity of the Dos Rios CoC. The subrecipient is responsible for administering funding consistent with the subrecipient agreement, program objectives, and the terms and conditions of the state or federal award. The subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

Retention and Availability

Supporting documentation must be retained by the subrecipients for the entire retention period indicated in the subrecipient agreement. The Lead Agency or the primary funding source may request additional supporting documentation during the performance and retention periods. Documentation must be readily available upon request.

Invoice Requirements

The preferred method of submission is via email to gccad@countyofglenn.net as a PDF or similar formatting attachments. Prior to submission of the invoice, the subrecipient shall ensure:

- Invoice contains allowable, necessary, and reasonable costs incurred and is consistent with the approved budget contained within the subrecipient agreement.
- Costs are eligible under the funding source, do not exceed budgets by type of cost, have not already been reimbursed by another funding source, and were incurred during the period of performance
- The invoice is clean and readable, with confidential information redacted
- The amounts on the supporting documentation sum to the amount requested for reimbursement on the invoice
- If an invoice template or form is provided by the Lead Agency for use on a specific project, the subrecipient shall use the template
- The invoice contains the following
    - Subrecipient contract number
    - Subrecipient name and remittance address
    - Billing period
    - Funding source for which reimbursement is being requested
    - Brief description of services
    - An itemized list of expenses incurred by budget category and/or eligible use category
    - Supporting documentation for all expenses incurred

Supporting Documentation Requirements

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting record must trace back to source documentation. Subrecipients should design and maintain a system to organize, group, submit, and retain the relating information for each grant and activity. The Lead Agency may monitor records at any time.

Documentation must demonstrate that costs are: reasonable, allocable, and allowable; within grant requirements; treated consistently; and determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

Attachment: 27_Colusa_HHS_CAD2061_DHHS_Rural_Set_Aside.docx (9644 : Colusa Rural Set Aside Subrecipient Agreement)

Supporting Documentation Instructions for Personnel and Non-Personnel Costs

Personnel Costs | Documentation Requirements

Information to include on invoice:	**Supporting documentation required to substantiate the cost:**
Hours charged during the specified period	Employee Timesheet, containing the following: -The period (date range) of the pay period -All hours worked during that period, regardless of funding source -Identification on the number of hours worked on each project/activity by funding source -Signed and dated by the employee and supervisor or authorized electronically
Employee's hourly rate of pay including fringe benefits	Employee Rate Sheet, containing the following: -The employee's hourly rate of pay, including fringe benefits -The effective date of the rate
Eligible use category and description of service provided	-Written description of services provided during the specified period and how services serve grant objectives -Identification of eligible use category the expenditures are categorized under, including justification that expenditures are eligible under the specified category
Additional requirements	Proof of Payment, including the following: -Payroll report form -Payroll accounting records or cancelled checks Proof of Use of Homeless Management Information (HMIS) System -List of HMIS IDs of clients served during the invoice period

Non-Personnel Costs | Documentation Requirements

Information to include on invoice:	**Supporting documentation required to substantiate the cost:**
Itemization of procured good or service	Invoice or receipt clearly demonstrating the costs incurred and date of purchase or period of performance for services
Eligible use category and description	-Written description of how goods purchased or services provided serve grant objectives -Identification of eligible use category the expenditures are categorized under, including justification that expenditures are eligible under the specified category
Additional Requirements	Documentation to demonstrate goods or services were procured in accordance with 2 CFR 200 and subrecipients procurement policies -Resulting contract or purchase number Proof of payment -Copy of processed invoice package -Copy of accounting records or cancelled checks Proof of Use of Homeless Management Information (HMIS) System -List of HMIS IDs of clients served during the invoice period

Attachment: 27_Colusa_HHS_CAD2061_DHHS_Rural_Set_Aside.docx (9644 : Colusa Rural Set Aside Subrecipient Agreement)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Ratify two service agreements with Tek84 for maintenance and repair of the Jail's Intercept Whole Body scanner as follows: Tek84-Quote # SA2024-01-04-B, Effective March 3, 2024 through June 30, 2024, Tek84-Quote # SA 2024-01-04-C, effective July 1, 2024 through June 30, 2025

Ratify two service agreements with Tek84 for maintenance and repair of the Jail's Intercept Whole Body scanner as follows:

Tek84-Quote # SA2024-01-04-B, Effective March 3, 2024 through June 30, 2024,
Tek84-Quote # SA 2024-01-04-C, effective July 1, 2024 through June 30, 2025

Detailed Description/Background of request

In February 2022, the Board approved the purchase of a Tek84 Intercept Whole Body scanner for the Jail. The current warranty for this equipment expired March 2, 2024. At the direction of the Purchasing Agent, the annual service agreement was renewed for the remainder of the current fiscal year: March 2, 2024 through June 30, 2024 at a prorated cost of $3,630.00. An additional service agreement was also signed for fiscal year 2024/25. The invoice for this service agreement will not be billed until after July 1, 2024 at a cost of $10,900.00.

The annual service agreement (warranty) covers all repairs and parts, one preventative maintenance visit, a software system review and one radiation safety survey.

Purchasing & Procurement is requesting that the Board ratify both annual service agreements with Tek84 for the warranty coverage through June 30, 2025.

Prior Board Action

Purchase of equipment, February 2022

Fiscal Impact/Funding Source

Budgeted (001-53120-534-0)

Action for the Clerk

ATTACHMENTS:

- Tek84 SA 3-2-24 - 6-30-24 (PDF)
- Tek84 SA FY 24-25 (PDF)

Colusa County Jail, CA
929 Bridge St
Colusa, California 95932
Lieutenat Arnold Navarro
anavarro@colusasheriff.com

1/30/2024

ANNUAL SERVICE AGREEMENT **QUOTE # SA2024-01-04-B**

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest of standards remains by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current Service Agreement for your Tek84 Intercept Whole Body Scanner – Serial Number **SN22010001** will expire on **3/2/2024**.

Quote Expiration: 3/31/2024

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	**Annual** Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following (VALID 3/3/2024 – 6/30/2024):	$3,630	$3,630
		Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept	INC	INC
		One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life.	INC	INC
		Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so.	INC	INC
		One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	INC	INC
			TOTAL	$3,630.00

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By:
Printed Name and Title: Angela Gross, Purchasing Tech
Authorized Signature: Angela Gross
Date: 2-23-24
for Wendy G. Tyler, CAO

Tek84:
Amy Atkinson – Sales Operations Manager
Authorized Signature:
Date: 1/30/24
Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com

Tek 84 Inc. - 13495 Gregg St. Poway, CA 92064
www.tek84.com

Attachment: Tek84 SA 3-2-24 - 6-30-24 (9669 : Ratify Two Service Agreements for Tek84 Intercept Whole Body Scanner)

Colusa County Jail, CA
929 Bridge St
Colusa, California 95932
Lieutenat Arnold Navarro
anavarro@colusasheriff.com

1/30/2024

ANNUAL SERVICE AGREEMENT **QUOTE # SA2024-01-04-C**

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest of standards remains by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current Service Agreement for your Tek84 Intercept Whole Body Scanner – Serial Number **SN22010001** will expire on **6/30/2024**.

Quote Expiration: 6/30/2024

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	**Annual** Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following (VALID 7/1/2024 – 6/30/2025):	$10,900	$10,900
		Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept	INC	INC
		One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life.	INC	INC
		Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so.	INC	INC
		One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	INC	INC
			TOTAL	$10,900.00

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By:
Printed Name and Title: Angela Grosz, Purchasing Tech
Authorized Signature: [signature]
Date: 2-23-24
for Wendy G. Tyler, CAO

Tek84:
Amy Atkinson – Sales Operations Manager
Authorized Signature: [signature]
Date: 1/30/24
Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com

Attachment: Tek84 SA FY 24-25 (9669 : Ratify Two Service Agreements for Tek84 Intercept Whole Body Scanner)

COUNTY OF COLUSA, CA 2.4

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Ratify purchase of 10 commercial Speed Queen dryers from Waterfall Wholesale Inc. for the Williams Migrant Housing Center in the amount of $18,490.63.

Ratify purchase of 10 commercial Speed Queen dryers from Waterfall Wholesale Inc. for the Williams Migrant Housing Center in the amount of $18,490.63.

Detailed Description/Background of request

Purchasing and Procurement published a request for bids (RFB) for ten requested commercial dryers for the Williams Migrant Housing Center. On January 9, 2024, we received three bids. Purchasing contacted each vendor to verify the Payrange System was included in their bid. One of the bids was deemed non-response due to not including the Payrange System that was called out in the RFB. The bids were as follows:

Redding Coin Laundry Equipment Company	$18,506.37
Waterfall Wholesale Inc.	$18,490.63
Wash Automated (non-responsive)	$13,279.89

At the direction of the Purchasing Agent, a purchase order was issued to Waterfall Wholesale Inc. in the amount of $18,490.63 for the purchase of the ten commercial Speed Queen dryers for Williams Migrant Housing. The purchase order was issued to ensure the delivery and installation of the dryers prior to the opening of the Center on April 13, 2024 (if a pre-extension is granted by OMS).

The cost of this purchase is being covered by the Office of Migrant Services (see attached approved Funds Draw Request). Purchasing is requesting that the Board ratify the purchase of the ten commercial dryers from Waterfall Wholesale Inc. in the amount of $18,490.63.

Prior Board Action

None

Fiscal Impact/Funding Source

Cost covered by OMS in the amount of $18,490.63

Action for the Clerk

ATTACHMENTS:

- Redding Coin Laundry Equipment Bid (PDF)
- Waterfall Wholesale Bid (PDF)
- Wash Automated Bid (PDF)
- Williams FDR #02 2023-2024 CARE Approved (PDF)
- PO 16102222024, signed (PDF)

REDDING
COIN LAUNDRY EQUIPMENT COMPANY
SPEED QUEEN LAUNDRY SYSTEMS
P.O. 992054, REDDING, CALIFORNIA 96099
PHONE & FAX; 530-246-3090
E-MAIL; reddingcoin@att.net

PRICE QUOTE FOR SPEED QUEEN COMMERCIAL LAUNDRY EQUIPMENT

SOLD TO : COUNTY OF COLUSA
CLERK TO THE BOARD OF SUPERVISORS
547 MARKET STREET,SUITE 102
COLUSA,CA. 95932

PHONE:

FAX:

E-MAIL:

SHIP TO: WILLIAMS MIRGRANT HOUSING CENTER
400 THEATER ROAD
WILLIAMS,CA. 95987

PHONE:

FAX:

CONTAT PERSON ANGELA GROSS

12/12/2023

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
SDGNYRGS113IW01	(10)	SPEED QUEEN DRYER "SINGLE" "CARD READY" REAR CONIROL (NAT GAS) 120 VOLT "WHITE"	$ 1470 EA.	$ 14,700.00
PAYRANGE SYSTEM	(10)	PAYRANGE SYSTEM	$ 125 EA.	$ 1,250.00

TOTAL EQUIPMENT	$ 15,950.00
SALES TAX	$ 1,156.37
FACTORY INBOUND FREIGHT	$ 650.00
SHIPPING TO LOACTION	$ 750.00
TOTAL COST	$ 18,506.37

price increase

530.276-5824

FACTORY WARRANTY:

THROUGH THREE YEARS ALL PARTS ENTIRE MACHINE FROM DATE OF INSTALLTION.

REDDING COIN LAUNDRY EQUIPMENT CO.IS AN AUTHORIZED SPEED QUEEN DISTRIBUTOR WARRANTY STATION FOR ALL SPEED QUEEN COMMERCIAL WASHERS AND DRYERS.

THANK YOU
JOHN SWARTZ 530-276-5824

Attachment: Redding Coin Laundry Equipment Bid (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing Center)

Jason@Jennysstores.com

BID WORKSHEET
Ten (10) Commercial Gas Dryers

NAME WATERFALL WHOLESALE INC

ADDRESS 2580 COUNTRY DR

CITY MERCED STATE CA ZIP CODE 95340 PHONE 831-402-6810

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
1	Commercial Grade Gas Dryers (per attached specs) *Includes BlueKey By PayRange payment system installed *3 Years Parts Warranty Included	SPEED QUEEN DV6000WG	10	$16,250.00
	DELIVERY WITHIN 7 CALENDAR DAYS AFTER THE APPROVED PURCHASE ORDER	-	-	- $
			CA SALES TAX .0825% ON APPLICABLE ITEMS	$1,340.63
			SUBTOTAL	$17,590.63
			DELIVERY	$ 900.00
			GRAND TOTAL	$18,490.63

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES X NO

VENDOR

Y. Akkoc
Signature

YASIN AKKOC
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 7th day of JANUARY, 2024.

Attachment: Waterfall Wholesale Bid (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing Center)

BID WORKSHEET
Ten (10) Commercial Gas Dryers

NAME Wash Automated

ADDRESS 5801 23rd Dr W

CITY Everett STATE WA ZIP CODE 98203 PHONE 425-743-7388

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
	Commercial Grade Gas Dryers (per attached specs) Micro Processor, Card Reader Ready, No TurboVent, Solid Reversible Door Washington Automated DBA Wash Automated Type of Business: LLC (C corp. tax classification)	MDG20PRAWW Blue Key Pass Range	10	$ 1,151.78
	Contractor License Name: Washington Automated Contractor License Number: Washington - WASHIAL801RW Oregon CCB – 233683 California Subcontractor: Western State Design Inc DBA Western State Design Type of Business: Corporation	not included		$
	License Number 1023333 CA SALES TAX .0825% ON APPLICABLE ITEMS			$ 1,012.09
	SUBTOTAL			$ 11,517.80
	DELIVERY			$ 750.00
	GRAND TOTAL			$ 13,279.89

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES x NO

VENDOR

Mark Ghiorzo
Signature

Mark Ghiorzo
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this Fourth day of January, 2024.

Attachment: Wash Automated Bid (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing Center)

California Department of
Housing & Community Development
Division of Financial Assistance
Office of Migrant Services

2020 West El Camino Avenu
Sacramento, CA 9583
www.hcd.ca.g

Funds Draw Request

Migrant Center Name	Williams			Date	1/10/2024
Contract Number	23-OMS-17851	Fiscal Year	23/24	Request #	2
Requested by	Leeann Price				

Amount Requested $25,500.00 $23,811.14

SOURCE OF FUNDS

☐ Operating Reserve ☒ Care Reserve ☐ Other Source

Item Description	Quantity	Unit	Price per Unit	Total Price
10 Commercial dryers with PayRange payment option w/delivery	10			$18,490.63
Installation of the dryers	10		$250.00	$2,500.00
Commodity refrigerator for storage of food delivered to the center	1		$1,500.00	$2,820.51
			TOTAL	$23,811.14

Request requires proper backup documentation as a condition for approval.

Submit request to omsprogram@hcd.ca.gov

Allow 5 business days to process request.

HCD USE ONLY

Processed by Jose Ceja Date 2/13/2024

Jose S. Ceja

Approved by Julio Lamas Date 2/21/24

Julio Lamas

Available Funds From Source	$140,756.82	As of	01/31/2024
Requested Funds	$23,811.14		
Funds Balance after Draw	$116,945.68		

Note: The lowest bid does not equip the electronic payment system that Williams was requesting. Therefore, recommending approval of the W

Attachment: Williams FDR #02 2023-2024 CARE Approved (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
16102222024

PURCHASE ORDER

VENDOR	Waterfall Wholesale Inc.
NAME	Jason
ADDRESS	2580 Country Dr
	Merced, CA 95340
PHONE	831-402-6810

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Williams Migrant Housing Center**
Contact	**Leo Tapia**
Address	**400 Theater Rd., Williams, CA 95987**
PHONE	**530.635.1017** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
2/22/2024	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
10	EA		SPEED QUEEN DRYERS (DV60000WG)		16,250.00

SUBTOTAL	16,250.00
DELIVERY	900.00
CA Sales Tax .0825%	1,340.63
TOTAL	18,490.63

BASED ON ATTACHED QUOTE
FROM WATERFALL WHOLESALE INC

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Angela Gross 2/22/24
Authorized by for Wendy G. Tyler — Date

Attachment: PO 16102222024, signed (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing Center)

Jason@Jennysstores.com

BID WORKSHEET
Ten (10) Commercial Gas Dryers

NAME WATERFALL WHOLESALE INC

ADDRESS 2580 COUNTRY DR

CITY MERCED STATE CA ZIP CODE 95340 PHONE 831-402-6810

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
1	Commercial Grade Gas Dryers (per attached specs) *Includes BlueKey By PayRange payment system installed *3 Years Parts Warranty Included	SPEED QUEEN DV6000WG	10	$16,250.00
	DELIVERY WITHIN 7 CALENDAR DAYS AFTER THE APPROVED PURCHASE ORDER	–	–	– $
			CA SALES TAX .0825% ON APPLICABLE ITEMS	$1,340.63
			SUBTOTAL	$17,590.63
			DELIVERY	$ 900.00
			GRAND TOTAL	$18,490.63

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES ___X___ NO

VENDOR

Y. Akkoç
Signature

YASIN AKKOC
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 7th day of JANUARY, 2024.

Attachment: PO 16102222024, signed (9670 : Ratify Purchase of 10 Speed Queen Dryers for Williams Migrant Housing Center)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Adopt plans, specifications and working details for a Request For Bids (RFB) for road reconstruction on County Line Road from the 2047 Canal to Browning Road.

Adopt plans, specifications and working details for a Request For Bids (RFB) for road reconstruction on County Line Road from the 2047 Canal to Browning Road.

Detailed Description/Background of request

The Department of Public Works is requesting to solicit bids from qualified contractors to perform needed road reconstruction on County Line Road between the 2047 Canal and Browning Road.
In the fall of 2023, an urgent project was initiated to repair a badly damaged and failed stretch of County Line Road. The project required the road to be ground down and treated with lime and cement to provide a stable base for paving. The road was ground down and treated; but, due to weather conditions the project was winterized without completing the paving of the treated section. This RFB will provide bids to enable the completion of the project to pave the wearing surface.

Prior Board Action

None

Fiscal Impact/Funding Source

Publication cost for the RFB; the project cost shall be determined by the bids received and is budgeted (007-53180-610-0)

Action for the Clerk

Please submit Notice to Bidders to the Appeal Democrat (or whatever publication was used on the last DPW NTB per Brian M.) on March 22 & 29. Thank you

ATTACHMENTS:

- RFB County Line Rd. F (DOCX)
- County line Rd 2024 NTB rev (DOCX)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS

For

Performing Road Paving on
County Line Road
from
2047 Canal to Browning Road

For use in Connection with Standard Specifications and Standard Plans Dated 2018 with amendments and revisions, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project Title: Road Reconstruction - County Line Road

Contract No.: 30009-2023

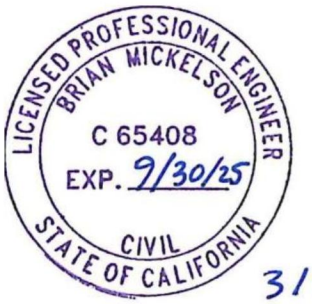
Bid Opening Date: March 13, 2024

Bid Closing Date: April 12, 2024

Bid Closing Time: 4:00 P.M.

Construction Commencement: Spring 2024

Submission Location: Board of Supervisors Chambers - Historic Courthouse
547 Market Street Suite 102, Colusa, CA 95932



3/1/24

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

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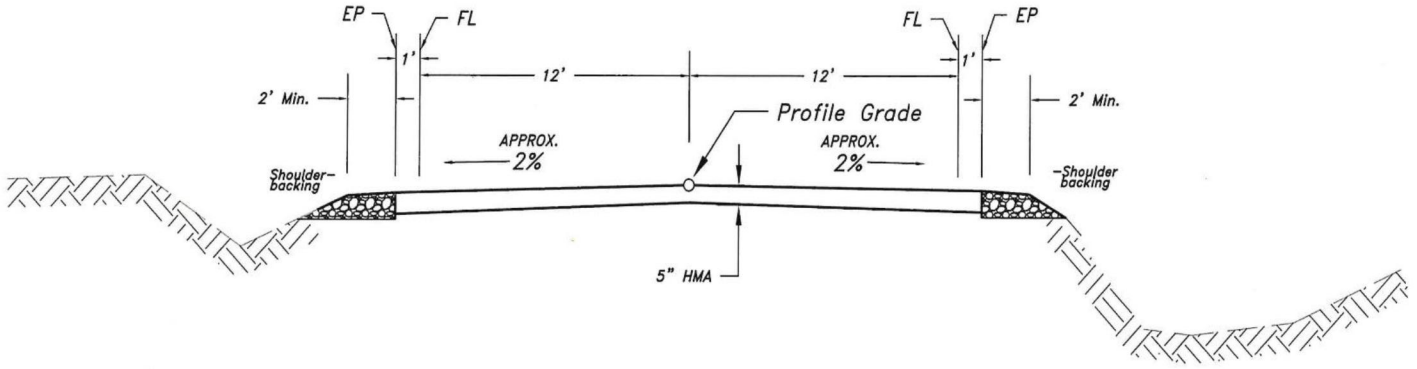
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* NOTE: CONFORM TO SIDE ROADS AND DRIVEWAYS

* NOTE: CONTRACTOR SHALL GRADE AND COMPACT BASE BEFORE PAVING



TYPICAL ROADWAY SECTION
2047 CANAL TO BROWNING ROAD

Not to Scale

LICENSED PROFESSIONAL ENGINEER
BRIAN MICKELSON
C 65408
EXP. 9/30/25
CIVIL
STATE OF CALIFORNIA

3/1/24

DESIGN SPEED = 55 MPH

APPROVED	REVISIONS	BY	APP'D

COUNTY OF COLUSA
State of California
DEPARTMENT OF PUBLIC WORKS

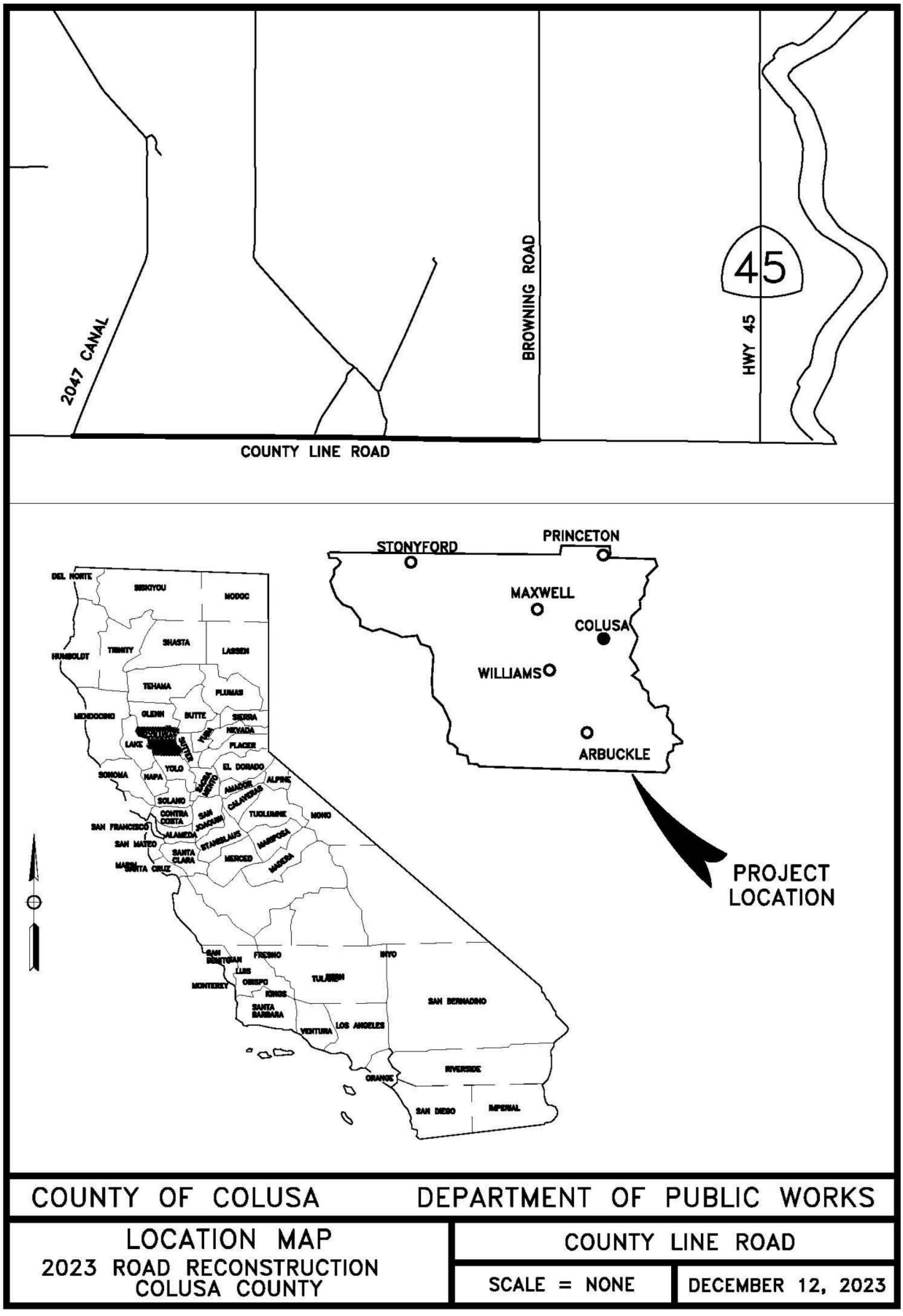
COUNTY LINER ROAD PROJECT 2023
TYPICAL SECTION

SHEET 1 of 1

CONTRACT NO. 30009

SCALE	DATE	DESIGN	DRAWN	CHECKED	APPROVED
NONE	12/14/2023	Mickelson	Lopez		

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COUNTY OF COLUSA	DEPARTMENT OF PUBLIC WORKS	
LOCATION MAP 2023 ROAD RECONSTRUCTION COLUSA COUNTY	COUNTY LINE ROAD	
	SCALE = NONE	DECEMBER 12, 2023

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COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 30009-2023

Sealed bids for the Road Reconstruction of County Line Road will be received by the Colusa County Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite 102 Colusa, California 95932 until 4:00 p.m. on April 12, 2024.

Bid forms for this project are included with this Notice to Bidders, and are entitled: Road Reconstruction County Line Road. Bids are required for the entire project, and partial bids shall be considered nonresponsive.

Bid packages are available on the County of Colusa's website located at www.countyofcolusa.com. Plan holder information is required by contractors in order to download the bid packages. Additionally, all technical questions or general inquiries should be directed through the Public Purchase website at www.publicpurchase.com. Registration is free.

Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

Bid Bonds: All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest responsible bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

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1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the United States Department of Transportation's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the United States Department of Transportation Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ENGINEER'S ESTIMATE
Construction on
COUNTY ROAD – COUNTY LINE ROAD

County Line Road; Road No. 9

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	SIGNS AND TRAFFIC CONTROL	LS	1
3	CLEARING AND GRUBBING	LS	1
4	GRADING AND SHAPING	LS	1
5	5″ HMA	TON	10,384
6	SHOULDERBACKING	STA	128
7	TRAFFIC MARKING DETAIL 6	LF	11,700
8	TRAFFIC MARKING DETAIL 19	LF	1,100
9	TRAFFIC MARKING DETAIL 27B&C	LF	25,600

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Note: Evaluation of the submitted bids shall be the sole and final determination of the County of Colusa and may not be based solely on cost.

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TERMS AND DEFINITIONS

Department of Transportation (DOT) means the Colusa County Board of Supervisors.

Engineer means County Engineer of the County of Colusa, State of California, acting either directly or through properly authorized agents, while such agents are acting within the course and scope of their particular duties.

Laboratory means the laboratories authorized by the Engineer to test materials and work involved in this Project.

State or Agency means the County of Colusa.

Transportation Building means the Colusa County Courthouse located at 547 Market Street, Suite 102 Colusa, California 95932.

State Highway Engineer means the County Engineer of the County of Colusa.

Standard Specifications means the 2018 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to reference the County of Colusa or its corresponding agency, office, or officer acting in connection with this Project.

Project means the work to be completed pursuant to this Request for Bids (RFB).

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SPECIAL PROVISIONS

Section 1: Specifications and Plans

This Project shall be done in accordance with the Standard Specifications dated 2018, and the Standard Plans dated 2018, of the Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall control.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall control.

Section 2: Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with section 2-1.33c, "Subcontractor Lists," of the Standard Specifications, each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is attached.

The form of bidder's bond mentioned in the last paragraph in section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the proposal.

In conformance with Section 7106 of the California Public Contract Code, a non-collusion affidavit is required. Signing the proposal shall also constitute signature of the non-collusion affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Part 26, Subtitle A, of Title 49 of the Code of Federal Regulations in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Section 3: Award and Execution of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the requirements and conditions concerning award and execution of the contract required for the Project.

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Bid protests are to be delivered to the following address:
Colusa County Department of Public
Works C/O the Colusa County Board
Clerk
547 Market Street, Suite 102 Colusa, California 95932

The award of the contract will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

3-1.01 Bonds: At the time of the execution of the contract for this Project, Contractor shall provide, at his own expense, the following bonds:

1. A Performance Bond, as required by Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code, in an amount equal to at least one hundred percent (100%) of the contract price; and

2. A Payment Bond in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons furnishing materials in connection with this project.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

3-1.02 Performance References: On the form provided for in this RFA, Contractor shall provide a list of a minimum of the last three public works projects that the contractor has performed. If the Contractor has performed less than three public works projects prior to this bid, Contractor shall list all the non-public works projects exceeding $20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past poor performance, inexperience with type of work, and/or false or omitted information on form may constitute reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evaluation of the references or information from other sources shall be the sole and final determination of the County of Colusa.

Section 4: Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

Pre-Construction Conference: Prior to issuing a Notice to Proceed, a pre-construction conference will be held at the Colusa County Department of Public Works to discuss the scope of work, Contract Drawings, Specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the Project and may include major sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued. The project site work will commence in the Spring of 2024 at a time agreed to by both County and Contractor when

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weather conditions allow.

This work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Mobilization or other work not involving physical work on site will not be considered in starting the work day calendar.

The Contractor shall pay to the County of Colusa the sum of $ 4,200.00 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

Section 5: General

5-1.01 Labor Nondiscrimination:

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5-1.02 Prevailing Wage: Attention is directed to Section 7-1.02K(2), " Wages," of the Standard Specifications.

5-1.03 Public Safety The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications in relationship to its equipment and personnel.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

5-1.04 Buy America Requirements: Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 Removal of Asbestos and Hazardous Substances: When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Removal of asbestos or hazardous substances, as defined by Section 25914.1 of the Health and Safety Code, including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.06 Subcontractor Records: The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

5-1.07 Subcontracting: Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, “Proposal Requirements and Conditions,” and Section 3, “Award and Execution of Contract,” of the Standard Specifications.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

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Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Form FHWA-1273.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.08 Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.09 Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to Section 26.29 of Subpart B, of Part 26, of Subtitle A, of Title 49, any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.10 Surface Mining and Reclamation Act: Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.11 Manual of Traffic Controls: Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read:

Manual of Traffic Controls--The Department of Transportation publication entitled "MANUAL OF

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TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.12 Areas for Contractor's Use: Attention is directed to the requirements specified in Section 5, "Control of Work," of the Standard Specifications.

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property which he occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 4-1.13, " Cleanup," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans or by county.

5-1.13 Air Pollution Control: Air pollution control shall conform to the provisions in Section 14-9, "Air Quality," of the Standard Specifications.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

5-1.14 Sound Control Requirements: Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

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5-1.15 Water Conservation: Attention is directed to the various sections of the Standard Specifications which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

5-1.16 Project Appearance: The Contractor shall maintain a neat appearance for the work area.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

Section 6: (Intentionally Left

Blank) Section 7: Insurance

Requirements

Contractor shall be required to carry Worker's Compensation, General Liability and Automotive Insurance in accordance with the terms provided for in the draft contact attached to this RFB.

Section 8: Materials

8-1 : General

8-1.00 Measurement of Quantities: Attention is directed to the provisions in Section 9, "Payment" and other Sections of the Standard Specifications that pertain to measurement of quantities.

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8-1.01 Culvert: Attention is directed to the provisions in Section 66, "Corrugated Metal Pipe" of the Standard Specifications. Culverts shall be corrugated steel pipe with a minimum coated wall thickness of 0.079" (14 gauge).

8-1.02 Geotextile and Paving Fabric: Attention is directed to the provisions in Section 96, "Geosynthetics" of the Standard Specifications and these special provisions for both subsurface and paving reinforcement fabric.

8-1.03 Aggregate: Attention is directed to all references of aggregates within the Standard Specifications.

For Class 2 Aggregate Base and HMA, the coarse aggregate (material retained by the 4 Sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of the day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the County the following amounts for all such material left in place:

Item	Adjustment
Aggregate Subbase	$6.00/CY
Aggregate Base	$2.00/Ton
Cement Treated Base	$6.00/CY
Lean Concrete Base	$6.00/CY
Asphalt Concrete	$6.50/Ton

The Department may deduct such amounts from any moneys due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting ton to cubic yard will be determined in the field by the Engineer.

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No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 cubic yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

Aggregate type material other than Class 2 may be used for shoulder backing with engineer's approval if material is shown to adequately bind together upon compaction.

With approval from engineer, material from grinding/pavement obliteration may be used for shoulder backing material if placed in locations that do not directly flow into water courses and the material adequately binds together with compaction.

8-1.04 Hot Mix Asphalt: HMA concrete shall be Type A, as designated 1/2" (12-mm) and 3/4" (18-mm) maximum, medium and shall conform to the provisions in Section 39, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete for paving shall be between 5 and 7 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall be grade PG64-10 or PG64-16 in conformance with Section 92, "Asphalts," of the Standard Specifications.

8-1.05 Pavement Markers: Pavement markers shall comply with Section 81-3, "Pavement Markers" of the Standard Specifications and these special provisions.

8-1.06 Thermoplastic Markings: Material for traffic stripes and pavement markings shall be Thermoplastic and shall comply with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these special provisions.

Section 9: Description of Work

The road work to be performed consists in general of preparing subgrade and importing aggregate base and Hot Mix Asphalt for repairing unstable areas of the existing roadway at designated locations by removing and replacing base and asphalt, and placing a full road Hot Mix Asphalt overlay over the repaired areas for the following project:

Road Reconstruction
County Line Road – 2047 Canal to Browning Road

Clearing and grubbing, traffic control, placement of reinforcement fabrics and traffic markings; and other such items or details, not mentioned above, that are required by the Plans, Standard Plans or these Special Provisions shall be performed, placed, constructed or installed.

Section 10: Construction

Details Section 10-1: General

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10-1.01 Control of Work: Order of work shall conform to the provisions in Section 5, "Control of Work", of the Standard Specifications.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The following shall be added to Section 8-1.04 of the Standard Specifications: Contractor shall begin the physical work at the project site within 15 days of receiving notice to proceed. Contractor shall then diligently prosecute the same to completion before the expiration of 75 working days calculated using a 5 day work week.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

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If conditions arise which will interfere with the construction or become in conflict with the project plans and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with the work in order that any necessary field revisions may be made. No such revisions shall be made without written order from the Engineer.

10-1.02 Progress Schedule: A progress schedule will be required for this contract but shall be basic in nature to allow for work planning and public notice. Schedule shall be calendar based with anticipated times. There is no contract item for project schedules. Schedules shall be considered as included in the payment for the various other items of work and no additional compensation will be allowed thereof.

10-1.03. Cooperation: Attention is directed to the Sections 5-1.20, "Coordination with Other Entities," and 5-1.36D, "Utility and Non-Highway Facilities," of the Standard Specifications.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if other than those supplied by county. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

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10-1.04 Fire Plan: The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:

   A. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work.
   B. Immediately reporting to said agency all fires occurring within the limits of the project.
   C. Preventing all project personnel from setting open fires not a part of the work, unless the Fire Index is at "Low", or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible.
   D. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.
   E. All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made, therefore.

10-1.05 Obstructions: Attention is directed to the provisions in Section 5-1.36D, "Non-Highway Facilities", 15, "Existing Facilities", and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time contractor shall supply to the County its underground service alert ticket number.

10-1.06 Maintaining Traffic: Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety" and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.04 of the Standard Specifications.

10-1.07 Existing Highway Facilities: The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications.

10-1.08 Mobilization: Mobilization shall conform to the provisions in Section 9-1.16D, “Mobilization,” of the Standard Specifications.

10-1.09. Signs and Traffic Control.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications and these special provisions.

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Stationary mounted project signing of “Road Work Ahead” and “End Construction” signs shall be placed in advance, approximately 2000’ on all public county roads leading into the road reconstruction areas for the duration of the construction period. Portions of project with expected short construction periods, may only justify temporary signing. For temporary signing, Contractor shall submit a signing plan to county for approval. Additional minimum signing shall be placed as described above and as required by the appropriate sections of the Standard Specifications.

All traffic control and signing used on the contract shall conform to the requirements set forth in the current manual, "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the Department of Transportation. Construction sign dimensions contained in the "Traffic Control Manual" are minimum dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protective devices as are necessary to give adequate warning to the public at all times that the improvements are under construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof. Length of control zones shall be the minimum required for the work being performed to minimize inconvenience to the public. When necessary, pilot cars shall be utilized to control traffic through the work area.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if used by contractor. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.10. Clearing and Grubbing -- Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines and shoulder areas. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for clearing and grubbing shall be considered as included in the payment for this item of work, and no additional payment will be allowed, thereof.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

10-1.11. Culverts—Corrugated metal pipe culverts of the dimensions shown on the plans shall be supplied and installed per Section 66 of the Standard Specifications and to the manufacturer’s recommendations. Minimum wall thickness shall be .079 inches (14 gauge). Work shall be performed such that there is minimal impact for public traffic on the County Roads or for landowners to utilize their property. Culverts shall be installed in the same location and grade as existing culverts except additional length shall be utilized to accommodate the proposed additional roadway or entrance width and slopes as shown on the plans and as directed by engineer. Culvert lengths shall be single section with no couplers except with prior approval by county. Contractor shall be responsible for verifying lengths in field prior to ordering. New installations shall

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be installed at the locations and grade established by engineer and shall have the minimum amount of cover as required to meet manufacturer's recommendations and requirements. Removal and placement of culverts shall occur prior to the road work items and the placement of the class 2 aggregate base items of work.

Cost for installing culvert(s) shall include all backfill, materials, etc. necessary to restore roadway to a consistent grade and width as is existing approaching and departures at the culvert locations (remove any hour-glassing of the travelled way edge). It is anticipated that some additional class 2 aggregate base will be required to accomplish roadway restoration. Contractor shall verify all necessary culvert lengths prior to obtaining materials.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for installing the culvert(s) including but not limited to dewatering, utility coordination, etc. as shown on the details, standard specifications and in these special provisions shall be considered as included in the payment for linear foot for installing the various sized culvert(s) or in other items of work, and no additional payment will be allowed, thereof.

10-1.12 Roadway Excavation; Widening and Repair: Roadway Excavation shall conform to the provisions in Section 19 "Earthwork", Section 39-3.02 "Replace Asphalt Concrete Surfacing" and other appropriate sections of the Standard Specifications and these special provisions.

Material of good quality, obtained from roadway excavation for widening, free of asphalt and vegetative matter, shall be used for fill material at the various locations where needed to obtain the subbase as shown on the plans. The sub-base elevation shall be such that the required amount or thickness of class 2 aggregate base required for the road structure section will be obtained. It is anticipated that some material will need to be relocated and placed to acquire the required subgrade elevation as shown on the plans. Contractor shall notify engineer immediately if due to various factors there is an insufficient amount of material from roadway excavation to obtain the required subgrade.

Roadway excavation for widening shall be a final pay item as shown on the plans and as described in these special provisions. Some areas may require that a portion of the excavated material be moved to other locations such that the minimum Class 2 aggregate thickness can be obtained throughout the project. At these locations, the excess material shall be hauled and placed within the fill areas where there is room for the material and still obtain the minimum required AB thickness.

Roadway excavation for repair shall be as measured in field and as directed by engineer. Any additional cost due to over-excavation by contractor beyond what is marked or directed by engineer will be at the expense of contractor including the additional cost of replacement materials. It is anticipated that additional deterioration and, also from field discovery during construction, some variance in what is shown, listed on plans, and tabulated within these special provisions will occur, and the estimated quantity was increased in anticipation of this. Section 9-1.06B & C shall not apply for the item "Road Excavation Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

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10-1.13 Class 2 Aggregate Base-- Aggregate base shall be Class 2 ¾" maximum and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and Section 8 of these special provisions. Removal and placement of culverts shall occur prior to the road obliteration and the placement of the class 2 aggregate base items of work.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

The required minimum thickness of base shall be placed and the finished surface shall be graded to the dimensions shown on the plans and typical sections included with these special provisions. The surface of base shall be approved by Engineer prior to the placement of the HMA for grade and compaction, a minimum of 24 hours prior to the scheduling of the placement of the HMA.

All existing entrances and conforms shall be constructed using Class 2 Aggregate base as directed by engineer. Entrances shall be at a minimum, of as good of quality and shape as previously existing entrances and/or be improved as directed by engineer.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.14 Geotextile Fabric—A geo-synthetic reinforcing fabric shall be placed as shown on plans in conformance with Section 39, 88, 96, and other appropriate sections of the Standard Specifications, and as directed by engineer. Geotextile fabric, shall be fully placed in the bottom of the road repair excavation prior to backfilling with HMA. Field discovery during road repair excavation, further deterioration of the roadway and other aspects of construction may require the elimination or additional use of reinforcing fabric as directed by engineer. Section 9-1.06B & C shall not apply for the item "Geotextile Fabric-Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

Payment shall be by square yard as placed to cover area as shown on plans or as directed by engineer. There will be no payment for waste or excess from cutting of material that is not placed and such cost shall be at the expense of contractor.

10-1.15 Pavement Reinforcing Fabric (PRF)—Paving reinforcing fabric shall be placed as shown on plans in conformance with Section 39, 88, 96, and other appropriate sections of the Standard Specifications.

Contract estimate is based on utilizing two 12' 6" width rolls of PRF within the traveled lanes with approximately 4"-6" overlap adjacent to centerline. Contractor shall verify dimensions and any deviation shall only be with prior approval by engineer.

Asphalt binder required for the placement of the PRF shall be included in the contract price for the PRF or for the HMA and no additional compensation will be allowed therefore. Payment adjustments for price index fluctuations as outlined in Section 9-1.07 will apply.

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This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions.

10-1.16 Hot Mix Asphalt Concrete (HMA)--HMA concrete shall be Type A, as designated 1/2 inch maximum for widening and repair work and ¾ inch maximum for overlay portion of work. All HMA shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

HMA shall be placed as shown on the details by the construction method process as required by the standard specifications Section 39-3.01 (2006 Standard Specifications) and these provisions. So called super paving or performance paving specifications shall not apply.

Hot mix asphalt concrete for road repair shall be placed in the full volume area from the excavation (full plug) in lifts not to exceed 3". If dimension is unobtainable in equal 3" lifts, the lifts shall be as near equal as possible (i.e. 5" would be two 2.5" lifts or 7" would be three 2.33" lifts). Each lift shall be compacted and cooled to an acceptable temperature before the next lift is placed. Geotextile fabric conforming to the appropriate section of the standard specifications and these provisions, shall be fully placed in the bottom of the excavation prior to backfilling with HMA. It is anticipated that additional deterioration and, also from field discovery during construction, some variance in what is shown, listed on plans, and tabulated within these special provisions will occur, and the estimated quantity was increased in anticipation of this. Section 9-1.06B & C shall not apply for the item "HMA - Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

The amount of asphalt binder to be mixed with the aggregate for Type A HMA shall be between 4.0 and 7.0 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall either be grade PG-64-10 or PG-64-16 in conformance with Section 92, "Asphalts," of the Standard Specifications.

Aggregate shall conform to the requirements of the 1/2 inch maximum and ¾ inch maximum, gradation of Section 39-1.02E, "Aggregate," of the Standard Specifications.

A paint binder (tack coat) shall be applied to all mating surfaces along concrete and at conforms to existing pavement prior to placement of new asphalt concrete. At the option of the contractor, either slow or rapid-setting asphaltic emulsions, or paving asphalt may be used and shall conform to Sections 39 and 94 of the Standard Specifications. There is no separate item for the placement of the tack coat and the cost shall be included in the contract price paid per HMA ton and no additional compensation will be allowed therefore.

Asphalt concrete will be paid for at the unit bid price per ton (tonne) as determined by weight measurement. The Contractor shall provide, as each truck reaches the project, weight slips to the Engineer. The Contractor shall provide the Engineer with a tabulation, upon completion of the project, which shows gross, tare, and net weights for each truck load delivered to the project. Payment for asphalt concrete shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work (saw cutting, grinding, paint binder or tack coat, etc.) necessary to place the asphalt concrete and all work incidental thereto.

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Asphalt concrete shall be spread in one operation with a self-propelled spreader ready for compaction without further shaping.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract price paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefore.

Compacting shall be performed with a tandem roller weighing not less than 8 tons except smaller compacting equipment may be used for road repair work to match conditions as approved by engineer. Placing of asphalt concrete will not be approved during adverse conditions as determined by the Engineer. Any material left on hand after paving has been ordered stopped due to darkness, weather or other adverse conditions shall be disposed of at the Contractor's expense, including the cost of the material. If the temperature of any mixture leaving the plant drops twenty (20) degrees F between the time of leaving the plant and placing on the road or if air temperature is fifty (50) degrees F or lower, the Contractor shall furnish and use full tarpaulins to cover all loads when directed by the Engineer.

In addition to the requirements in Section 39-1.10, “Spreading and Compaction Equipment,” of the Standard Specifications and these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The minimum length of the ski device shall be 30-feet. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor.

When placing the first lane of asphalt concrete, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from the centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial lane.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-1.12, “Smoothness,” of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish Substitute equipment.

Should the automatic screed controls fail to operate properly during any day’s work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day’s work.

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The complete surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking tack coat material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.17-foot will not be allowed at any time between adjacent lanes open to public traffic overnight. A P70 wedge joint may be allowed with adequate signing and approval by engineer.

No separate measurement will be made for tack coat required by the standard specifications and these special provisions.

Measurement and payment for all work performed under this section "Asphalt Concrete" of these Special Provisions, including asphalt concrete paving and paint binder, shall conform to the provisions in Section 39-6, "Payment," of the Standard Specifications, as amended in these Special Provisions.

This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions.

10-1.17 Shoulder backing— Shoulder backing shall be placed as shown on the details or as directed by engineer. Contractor shall place imported material to eliminate the abrupt edge after paving operations are complete and to construct shoulders as shown on the plans and details. The finished shoulder shall be a minimum of a 2 foot wide compacted aggregate material, the 2 feet projecting with the same cross slope as the traveled lane with a compacted slope that adequately maintains the shoulder area. Aggregate type material other than Class 2 may be used with engineer's approval if material is shown to adequately bind together upon compaction.

With approval from engineer, salvaged material from grinding asphalt concrete from this project or other projects may be used for shoulder backing material if placed in locations that do not directly flow into water courses and it is shown that the material adequately binds together with compaction.

If contractor utilizes class 2 aggregate that has been paid for under the separate Class 2 AB item for this contract (such as windrowing prior to paving), the shoulder-backing item will be eliminated for that area. Double payment for shoulder-backing material will not be allowed. Otherwise, shoulder backing shall be paid for at the unit bid price per Sta. (100 feet) as determined by measurement. Payment for shoulder backing shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work necessary to place the shoulder backing and where there is not a separate item for aggregate base, shall include all work to restore road connections and driveways, and all work incidental thereto. All connections and private driveways at completion shall be in as good of condition as prior to project or improved.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.18 Finished Roadway and Drainage—The finished roadway and drainage item shall consist of all incidentals to complete the roadway, roadway drainage, and roadway slopes, driveways, and driveway

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connections, etc. necessary to complete project to a finished respectable end product. All connections and private driveways at completion shall be in as good of condition as prior to project or improved. All drainage shall be unimpeded from the existing culverts and newly installed culverts as site conditions will allow.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.19 Pavement and Traffic Markings—Traffic Lines and Pavement Markings shall conform to the provisions in Section 81 “Miscellaneous Traffic Control Devices”, Section 84 “Traffic Stripes and Pavement Markings” and 84-2, "Thermoplastic traffic stripe and pavement markings," of the Standard Specifications, Standard Plans, and these special provisions. Contract Item shall be by linear feet (striping) to establish the full detail as shown on the appropriate Standard Plan including supplying and installing the Pavement Markers as shown on designated detail. Section 84-2.04 “Payment” shall be revised to “A double traffic stripe consisting of 2 adjacent 6” stripes shall be measured as one stripe by centerline linear foot when installed to acquire the appropriate detail.

Quantity shown for traffic markings are for lane striping from the 2047 Canal to Browning Road to obtain reasonable ending points for the new striping standard. This will include some restriping over existing markings. When restriping, contractor shall be responsible for removing markers that will be in conflict and replacing any damaged or markers in poor condition and installing traffic markings to best match location of the existing traffic markings. Contractor shall be responsible for referencing and re-establishing any marking locations that will be lost during construction.

Contractor shall be responsible for placing and maintaining all temporary markings until the permanent markings are in place, including centerline striping patterns, legends, limit lines, etc.

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(DO NOT DETACH)
BID TO THE COUNTY OF
COLUSA DEPARTMENT OF
PUBLIC WORKS CONTRACT NO. -
30009-2023

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE ( )_____

FAX NO: AREA CODE ( )_____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO.: _____

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled:

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC
WORKS PROJECT PLANS FOR

ROAD RECONSTRUCTION
COUNTY LINE ROAD
2047 Canal to Browning Road

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

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(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA*'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA,* and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF COLUSA.*

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CONTRACTORS BID

ENGINEER'S ESTIMATE OF QUANTITIES

County Line Road – 2047 Canal to Browning Road

COUTNY LINE ROAD; ROAD NO. 9

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	LS	1		
2	SIGNS AND TRAFFIC CONTROL	LS	1		
3	CLEARING AND GRUBBING	LS	1		
4	GRADING AND SHAPING	LS	1		
5	5" HMA	TON	10,384		
6	SHOULDERBACKING	STA	128		
7	TRAFFIC MARKING DET. 6	LF	11,700		
8	TRAFFIC MARKING DET. 19	LF	1,100		
9	TRAFFIC MARKING DET. 27B&C	LF	25,600		

TOTAL _____

Note: Evaluation of the submitted bids utilizing the various sources of information shall be the sole and final determination of t
County of Colusa and may not be based solely on cost.

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Standard Specifications and Section 2 of these special provisions.

LIST OF SUBCONTRACTORS

Name, Address & DIR #	Description of Portion of Work Subcontracted

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Prior Work Performance References

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

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Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has , has not_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___, has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No_____

If the answer is yes, explain the circumstances in the following space.

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Non-collusion Affidavit
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH ($_____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,
License No._____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda (if any)

number/s _____
(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign Here

_____

_____

_____

Signature and Title of Bidder

Business Address _____ Place of

Business _____ Place of

Residence _____

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____

(Copy here the exact description of work, including location as it appears on the bid)

_____

for which bids are to be opened at_____on _____
(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated:_____, 20___.

_____

_____

_____
Principal

_____
Surety

By _____
Attorney-in-fact

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CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California,
County of Colusa

On_____before me_____,
(insert name and title of the officer)
personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

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DRAFT CONTRACT IS PROVIDED AS

AN INFORMATIONAL ITEM ONLY

DO NOT COMPLETE WITH BID

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

Colusa County Department of Public Works Contract for Construction on County Roads Road construction – County Line Road
CONTRACT NO. 30009-2023

This roadway reconstruction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and_____("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County's construction on County Line Road, Contract No. 30009-2023, as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this Contract. This includes:
   - **A.** Contractor's bid and proposal;
   - **B.** The California Department of Transportation Standard Plans dated 2018;
   - **C.** The California Department of Transportation Standard Specifications dated 2018; and
   - **D.** The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 30009-2023, dated _____, including all addendums and attachments thereto.

2. **Term and Liquidated Damages:** This Contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all requested services are completed before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. Liquidated Damages shall be $4,200 per day.

3. **Compensation:** County will pay Contractor compensation not to exceed $_____, as bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. Retention: An amount of 5% shall be deducted from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice. Upon receipt of the final invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Be prepared on Contractor's letterhead.
   - **2)** Bear Contractor's name as shown on the contract.
   - **3)** Bear the contract number.

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4) Itemize the costs incurred.
5) Include a summary of the services provided.
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

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7. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

8. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however,

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the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

10. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

11. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

    A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

    B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

    D. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    E. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

12. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5.

14. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for

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each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

16. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

17. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

18. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Colusa County Public Works 1215 Market Street, Colusa CA 95932 (530) 458-0466
If to Contractor:	_____ _____ _____

19. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

20. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

21. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this

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Contract shall operate as a waiver of any other right or remedy that party may have.

22. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

23. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

24. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon fifteen (15) days written notice of termination.

25. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

26. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:_____**Bid for 30009-2023**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this_____day of _____, 2024.

COUNTY OF COLUSA

_____
Chair of the Board of Supervisors
County of Colusa

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By_____
Ann Nordyke, Deputy

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC
WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor_____hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____

_____
Principal

_____ _____
Surety **(SEAL)**

_____ _____
By: Attorney-in-Fact

_____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California,
County of Colusa

On_____before me_____,
(insert name and title of the officer)

personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC
WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of_____, acting by and through the Department of Public Works, has awarded to Contractor_____, Hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of $ _____ dollars ($ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of_____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By: Attorney-in-Fact

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Colusa

On_____before me_____,
(insert name and title of the officer)

personally appeared_____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

Attachment: RFB County Line Rd. F [Revision 3] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 30009-2023

Sealed bids for the Road Reconstruction of County Line Road will be received by the Colusa County Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite 102 Colusa, California 95932 until 4:00 p.m. on April 12, 2024.

Bid forms for this project are included with this Notice to Bidders, and are entitled: Road Reconstruction County Line Road. Bids are required for the entire project, and partial bids shall be considered nonresponsive.

Bid packages are available on the County of Colusa's website located at www.countyofcolusa.com. Plan holder information is required by contractors in order to download the bid packages. Plans and specifications may be obtained through the Public Purchase website at www.publicpurchase.com. Registration is free. Additionally, all technical questions or general inquiries should be directed shall be directed to the same website.

Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

Bid Bonds: All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest responsible bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

Attachment: County line Rd 2024 NTB rev [Revision 1] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the United States Department of Transportation's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the United States Department of Transportation Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Attachment: County line Rd 2024 NTB rev [Revision 1] (9686 : Adopt Plans, Specifications and Working Details for Road Construction)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: **March 12, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Unrepresented Unit Salary and Benefit Revised Resolution**

Adopt a revised Resolution approving the corrected Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

Detailed Description/Background of request

By law, the Board of Supervisors ("Board") is authorized to set the compensation to be paid to County officers and employees. Chapter 2, Article I, Section 2-14 of the Colusa County Code specifies that employee compensation is to be set by resolution adopted by a majority of the Board.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the County's various represented bargaining units and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the revised Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees").

In April of 2023, a qualified eligible employee with bilingual skills, for which the County was receiving a benefit from the employee's ability in the second language, was placed into the Unrepresented Employee group. Due to administrative oversight, the active Resolution was not revised to include a Bilingual provision to allow the qualified eligible employee Bilingual Pay. Correcting that oversight is the purpose of this request for a revised Resolution.

For the purposes of this update, employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" and occupy the following positions: County Administrative Office Budget Management Analyst (URD); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). The Bilingual Pay will not be applicable to and Department Head (URADH) positions. Collectively they may be referenced as "Covered Employees" or "Employees." The specifics of the revised and corrected agreements are as follows, as outlined in the updated "MOU" under Attachment A, Appendix D:

- **Salaries / Wages:** Effective April 1, 2023 all employees assigned as Unrepresented Employees (in the URD group above) are eligible for up to $80 per month for Bilingual Pay.

Further, when producing the MOU for the Unrepresented Unit, the Deferred Compensation 457 provision, as approved on January 2, 2024, was erroneously not updated as approved:

Deferred Compensation: Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match Unrepresented Employee (URD) contributions to a county-offered IRC 457 Plan up to $50 maximum with an additional ten dollars ($10.00) contribution for each tier.

Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match Appointed Department Head (URADH) employee contributions to a county-offered IRC 457 Plan up to $100 per month.

That change is also reflected in the revised MOU.

Staff recommends the Board approve the attached revised resolution and authorize the Chair to sign.

Prior Board Action

This original Resolution was approved on January 2, 2024, but the attached MOU did not reflect Bilingual Pay or the updates to Deferred Compensation.

Fiscal Impact/Funding Source

The approximate cost of this update will be roughly $800.

Action for the Clerk

Obtain necessary signatures.
Number Resolution, mark Resolution No. 24-02 with "Superseded by Resolution No.....what ever number you give the new reso.

ATTACHMENTS:

- Unrepd REVISED Resolution 2024 03122024 (DOCX)
- Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (DOCX)

RESOLUTION ___-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE REVISED SALARY AND BENEFITS COMPENSATION PACKAGE FOR UNREPRESENTED EMPLOYEES EFFECTIVE OCTOBER 1, 2023

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association, and the Colusa County Management Coalition and the Colusa County Deputy Sheriffs' Association which describes mutually agreed upon terms of compensation and benefits provided to these employees;

WHEREAS, the Board of Supervisors now wants to revise the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2023 through September 30, 2025 by adding a Bilingual Pay provision, which was erroneously omitted when this Resolution was originally approved on January 2, 2024; and

WHEREAS, the Board of Supervisors now wants to revise the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2023 through September 30, 2025 by properly updating the correct 457 Deferred Comp provision, which was not properly reflected when this Resolution was originally approved on January 2, 2024; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's unrepresented employees as described in Attachment A, which supersedes the Resolution adopted January 2, 2024; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 12th day of March, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____

Kent Boes, Chairperson
Colusa County Board of Supervisors

ATTEST:
Wendy G. Tyler
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

_____

Richard Stout
County Counsel

Attachment: Unrepd REVISED Resolution 2024 03122024 [Revision 1] (9667 : Unrepresented Unit Salary and Benefit Revised Resolution)

By: _____
Deputy Board Clerk

Attachment: Unrepd REVISED Resolution 2024 03122024 [Revision 1] (9667 : Unrepresented Unit Salary and Benefit Revised Resolution)

Attachment A

SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, 2023 – September 30, 2025

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Attachment A

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Attachment A

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Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Attachment A

Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employees (URD) will be increased by two-and-one-half percent (2.5%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employees (URD) will be increased by two percent (2%).

   Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employee Department Heads (URADH) will be increased by four percent (4%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employee Department Heads (URADH) will *not* be increased.

2. In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

2. Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in Colusa County Personnel Rules §1.108.2(f). The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Attachment A

Section 3
Leaves

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40- hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules of the Colusa County Code except as follows:

    a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. except that:

    b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

        i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

        ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

        iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

        iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

        v. Covered Employees who are compensated for unused sick leave pursuant to paragraphs b.i through b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making his/her recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the Employee's qualifications for promotion; and

   c. The Employee indicates a desire to make County employment a career; and

   d. The Employee has demonstrated high motivation for self-improvement; and

   e. The Employee has shown indications of superior work performance in present position; and

   f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The Employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

1. As stated in Colusa County Personnel Rules section 1.108.2, Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

   This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

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C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

    a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month.

    b. Effective December 1, 2024 and each December 1st thereafter for the term of this Compensation Package the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC, totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Select.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Select.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Select.

    c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

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d. Upon expiration of this Compensation Package, County contributions shall remain at the 2025 contribution rates until such time as an alternative Compensation Package is approved by the Board.

D. In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

    b. Commencing January 2020 the County will contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

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G. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 2% @ 62 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

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a) Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

2. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   a. For URD Employees with up to seven (7) years of county service, $~~20~~30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

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b. For URD Employees with seven (7) to fifteen (15) years of county service up to $~~30~~40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

$~~40~~50.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

d. For Appointed Department Heads (URADH) up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

3. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees who are designated as URADH are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

C. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

D. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee

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Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

E. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework. (Appendix C)

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

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Attachment A

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

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Attachment A

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.
The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

   1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

   2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

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Attachment A

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.
A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

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A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility
An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**,

and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.

e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

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their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

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additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to their department head or designee.

b. Department head or designee and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to their department head or designee.

d. Department head or designee will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. Department head or designee will indicate approval or denial on both forms. If the application is denied, the department head or designee will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the department head or designee and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and department head or designee will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. Supervisors will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by their department head or designee to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. A department head or designee may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the department head or designee or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the department head or designee.

i. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the department head or designee.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

Attachment: Unrepd MOU 2023-2025 2024 Bilingual Pay Provision Omitted & 457 Corrections (9667 : Unrepresented Unit Salary and Benefit

Attachment A

APPENDIX D
BILINGUAL PAY

The County of Colusa (County) and the Colusa County Unrepresented Employees "URD" (County Administrative Office Budget Analyst [URD]; Senior/Deputy County Counsel [URD]; and Principal Human Resources Analyst [URD]) collectively referred to as "the Parties" entered into a Memorandum of Understanding (MOU) via Resolution which became effective October 1, 2023 and terminates by term on September 30, 2025.

The Parties now wish to modify the Resolution to acknowledge the failure to include the Bilingual Pay provision under "Salaries" or Section 1 of the MOU for the current term (2023-2025 Memorandum of Understanding) and the last year of the prior term (2019-2023 Memorandum of Understanding) for which the County received a benefit from the qualified eligible employee's ability in the second language. Therefore, the Parties agree as follows:

Those in the URD Unrepresented Employees group who were qualified eligible employees during the last year of the previous MOU (2019-2023 Memorandum of Understanding) and/or who are current qualified eligible employees of the 2023-2025 Memorandum of Understanding shall be eligible for up to $80 per month for Bilingual Pay, effective April 1, 2023.

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Assessor

FROM: Bob Buckner

SUBJECT: Stipulation Agreements with Mistry & Panchal Investments, LLC.

SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION

Approve Stipulation Agreements (APN 005-260-003) in accordance with Section 1607 of the California Revenue and Taxation Code with Mistry & Panchal Investments, LLC. for Application for Changed Assessment No. 23-14 and 24-01, located at 400 C St. Williams, CA. 95987.

Detailed Description/Background of request

The facts upon which the change in assessed value is based are as follows:

The subject property sold for $4,250,000 as of 9/20/2021. This transfer was accepted and valued in accordance of Rule 2, contained in Title 18 of the California Code of Regulations; however, the allocation between the Real Property and Personal Property Division inadvertently valued the property at $4,356,740 as of the 2022/23 roll. The assessed value of $4,356,740 was then applied to the 2023/24 roll and both values need to be adjusted accordingly.

Assessment Year 2022/23	Value on Roll	Applicant's Opinion of Value	Corrected Assessed Value	Difference (Roll Value Minus Corrected)
Land	575,000	287,500	575,000	0
Improvements	3,375,000	1,687,500	3,268,260	106,740
Fixtures	27,610	0	27,610	0
Personal Property	379,130	0	379,130	0
Total	4,356,740	1,975,000	4,250,000	106,740

The Assessor is requesting the Assessment Appeals Board to accept the proposed stipulations for AA #23-14 and AA #24-01.

Prior Board Action

N/A

Fiscal Impact/Funding Source

The difference in value is $106,740 for Assessment Appeal # 23-14 and $108,875 for Assessment Appeal # 24-01.

Action for the Clerk

Authorize the Chair to sign the Stipulation Agreements and direct the Clerk to send a Certified Board Order to the Applicant regarding the Board's action.

ATTACHMENTS:

- 23-14 (PDF)
- 24-01 (PDF)

Colusa County Board of Supervisors
547 Market Street, Ste 102
Colusa, CA 95932

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Mistry & Panchal Investments, LLC
NAME OF APPLICANT

23-14
APPLICATION NUMBER(S)

005-260-003
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 22 - 20 23 ☑ REGULAR ☐ SUPPLEMENTAL	**ASSESSOR'S ROLL VALUE**	**APPLICANT'S OPINION OF VALUE**	**CORRECTED ASSESSED VALUE**	**DIFFERENCE** *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND	575,000	287,500	575,000	0
IMPROVEMENTS/ STRUCTURES	3,375,000	1,687,500	3,268,260	- 106,740
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	3,950,000	1,975,000	3,843,260	- 106,740
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 23-14 (9660 : Stipulation Agreement)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

The subject property was acquired September 20, 2021 with a purchase price of $4,250,000; however, a price of $4,356,740 was inadvertantly placed on the roll. The applicant and Assessor have agreed to remove $106,740 from the roll to reflect the acquisition price of the property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	02/15/2024
NAME OF AUTHORIZED SIGNER	TITLE
JOSEPH J FIANDACA	CHIEF APPRAISER

FILING STATUS

☐ OWNER ☑ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL
	Richard Stout

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: 23-14 (9660 : Stipulation Agreement)

Colusa County Board of Supervisors
547 Market Street, Ste 102
Colusa, CA 95932

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Mistry & Panchal Investments, LLC
NAME OF APPLICANT

24-01
APPLICATION NUMBER(S)

005-260-003
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 23 - 20 24 ☑ REGULAR ☐ SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND	586,500	293,250	586,500	0
IMPROVEMENTS/ STRUCTURES	3,442,500	1,721,250	3,333,625	-108,875
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	4,029,000	2,014,500	3,920,125	-108,875
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 24-01 (9660 : Stipulation Agreement)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

The subject property was acquired September 20, 2021 with a purchase price of $4,250,000; however, a price of $4,356,740 was inadvertantly placed on the roll. The applicant and Assessor have agreed to remove $108,875 from the 2023/24 roll to reflect the acquisition price of the property plus the annual CPI factor for the 2023/24 roll.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	02/15/2024
NAME OF AUTHORIZED SIGNER	TITLE
JOSEPH J FIANDACA	CHIEF APPRAISER

FILING STATUS

☐ OWNER ☑ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL
	Richard Stout

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: 24-01 (9660 : Stipulation Agreement)

COUNTY OF COLUSA, CA 5.1

Request For County Board of Supervisors Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Per County Ordinance No. 834, appoint Elizabeth Kelly, Health & Human Services Director to the Partnership Health Plan of California Commission, effective January 1, 2024 through December 31, 2027.**

Per County Ordinance No. 834, appoint Elizabeth Kelly, Health & Human Services Director to the Partnership Health Plan of California Commission, effective January 1, 2024 through December 31, 2027.

Detailed Description/Background of request

Partnership Health Plan of California Commission (PHC) is comprised of representatives from various parts of Partnership's service area who are appointed by the Board of Supervisors in each of the counties. The types of representatives vary by county, but typically include representatives from hospitals, physicians, county HHS Directors, public, community clinics, and health centers. In addition, PHC selects two consumer members who serve on the commission as at-large consumers. Colusa County has (1) one Board seat available based on Medi-Cal enrollment which is 10,769 members in Colusa County.

The commission's fundamental responsibility is to establish the mission of the organization, and then periodically review and revise the mission, if necessary. They provide clear direction that outlines the duties of the Chief Executive Officer (CEO) and undertakes a carefully planned search process whenever the position is vacant. They support the CEO by providing frequent and constructive feedback, as well as annually performing an evaluation of the CEO's performance.

Commissioners are responsible for oversight of the organization's performance to the members and providers of the Health Plan; they have fiduciary responsibilities for the operation of the organization. On an annual basis, they approve the organization's operating budget, and then monitor the organization's ability to adhere to the budget throughout the year. In addition, they assist the Health Plan with government, media, and other organizations. They also approve Health Plan programs required by regulatory agencies, as well approving the addition of Medi-Cal benefits beyond the basic benefits. Subcommittee packets and meeting minutes are included for review in

each board packet for all occurrences within the two months between board meetings. Annually, the Board is responsible for reviewing and approving reports as part of their oversight of the Quality Improvement, Care Coordination, Utilization Management, Population Health, Grievance and Compliance programs.

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
Please send notice of appointment to Kirill Obraztsov at DHHS.
Add information to appointments list, ordinance spells out filling a vacancy and terms.
This committee is bound by the Brown Act.

ATTACHMENTS:

- 12-05-23 Ordinance 834 Regarding the Partnership HealthPlan of Calfiornia Commission (PDF)
- Partnership Healthplan 2024 Meeting Dates (PDF)
- PHC Commissioner Listing_082323 (PDF)

ORDINANCE NO. 834

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION

The Board of Supervisors of the County of Colusa, State of California, ordains as follows:

SECTION I: Recitals.

Whereas, Welfare and Institutions Code § 14087.53 authorizes the County to create or join a commission for the purpose negotiating a contract for health care services; and

Whereas, the Colusa County Board of Supervisors finds that joining a commission would benefit the citizens of Colusa County.

Therefore:

SECTION II:

Chapter 2, Article V. Section 2-35.1 of the Colusa County Code is hereby repealed.

Chapter 2, Article V. Section 2-35.1 is hereby added to the Colusa County Code to read as follows:

Sec. 2-35.1.000. Intent.

Partnership HealthPlan of California Commission ("**Commission**") is a multi-county commission that has created a Medi-Cal managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the County of Colusa to join the existing Commission. This chapter allows the implementation of a county organized health system in Colusa County, as authorized by Welfare and Institutions Code § 14087.54.

The Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs and arranging for the provision of an enhanced level of local health care services.

The Commission negotiated a contract with the California Department of Health Care Services, as specified in Welfare and Institutions Code Section 14087.5, to arrange for the provision of health care services provided under Welfare and Institutions Code Chapter 7, Part 3, Division 9. The Commission is authorized to negotiate a contract with the California Department of Health Care Services to expand the Commission into the County of Colusa. This expansion is expected to occur on or about January 1, 2024, for the County of Colusa.

Attachment: 12-05-23 Ordinance 834 Regarding the Partnership HealthPlan of Calfiornia Commission (9642 : Appointment to the Partnership

Sec. 2-35.1.010. Authorization to join Commission.

Pursuant to Welfare and Institutions Code § 14087.54, the Colusa County Board of Supervisors hereby authorizes the County of Colusa to join the Commission.

Sec. 2-35.1.020. Membership of Commission.

The Commission shall be comprised of Commissioners appointed by the Board of Supervisors of each member county. Unless and until the Commission, by formal action, establishes a different formula or system of membership, Commission representation for each member county shall be based on the number of Medi-Cal beneficiaries enrolled in the Commission's health plan in each county according to the following formula:

(1) 0-45,000 Medi-Cal beneficiaries within the county equals one Commission seat.
(2) 45,001-60,000 Medi-Cal beneficiaries within the county equals two Commission seats.
(3) 60,001+ Medi-Cal beneficiaries within the county equals three Commission seats.

Commission members shall be appointed by the board of supervisors. Commission members shall serve at the pleasure of the board of supervisors, and may be removed for any reason without cause. The term of office of each member shall be for four (4) years or until the appointment of his/her successor. Vacancies on the commission are filled by appointment by the board of supervisors. Appointees shall serve for the unexpired term of the vacant position.

The Colusa County Board of Supervisors shall follow its own Commissioner selection criteria set forth in this section but also acknowledges that the Commission encourages member counties to consider selecting Commissioners from the following settings: safety net providers (including providers at federally qualified health centers), behavioral health providers, regional center providers, local education authorities, dental providers, Indian Health Service facility providers, and hospital providers with special efforts to select candidates, as opportunity allows, who reflect the diversity of the community and regions (including, but not limited to race, ethnicity, language, and disability status).

Sec. 2-35.1.030. Term of Office.

The term for the Commissioners shall be for four (4)-year periods. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of that member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commissioner ceases functioning in the area from which appointed, or fails to attend three (3) Commission meetings in a row.

Sec. 2-35.1.040. Powers and duties of commission.

Pursuant to the provisions of Welfare and Institutions Code § 14087.54 as it exists on the date of adoption of this ordinance, the Commission shall:

A. Have the power to negotiate the exclusive contract with the California State Department of Health Care Services as specified in Welfare and Institutions Code § 14087.5, and

Attachment: 12-05-23 Ordinance 834 Regarding the Partnership HealthPlan of Calfiornia Commission (9642 : Appointment to the Partnership

to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;

B. Be considered an entity separate from the County of Colusa;

C. File the statement required by Government Code § 53051;

D. Have the power to acquire, possess, and dispose of real or personal property, including creating and/or acquiring affiliated or supporting entities, as may be necessary for the performance of its functions; to employ personnel, including health care providers in accordance with California law; to contract for services required to meet its obligations; and to sue or be sued; and

E. Have all the rights, powers, duties, privileges, and immunities conferred by Article 2.8 of Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code in addition to those previously specified in this section.

Sec. 2-35.1.050. Obligations of commission.

Pursuant to the provisions of Welfare and Institutions Code § 14087.54(d) as it exists on the date of adoption of the ordinance codified in this chapter, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Colusa. The Commission shall do business as Partnership HealthPlan of California.

Sec. 2-35.1.060. Committees.

The Commission may establish advisory committees from time to time for any purpose that will be beneficial in accomplishing the work of the Commission.

Sec. 2-35.1.070. Termination of membership.

The Commission shall continue to represent the County of Colusa until such time as the Colusa County Board of Supervisors terminates the representation. To terminate the representation, the Colusa County Board of Supervisors or its designee shall provide ninety (90)-days' notice to other member counties and the California Department of Health Care Services, as specified in Welfare and Institutions Code § 14087.54(g).

SECTION III: **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of the ordinance. The Colusa County Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, or phrase be declared unconstitutional or invalid.

SECTION IV: This ordinance shall take effect thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published with the

Attachment: 12-05-23 Ordinance 834 Regarding the Partnership HealthPlan of California Commission (9642 : Appointment to the Partnership

names of the members voting for and against the same once in a local newspaper within the County of Colusa, State of California.

SECTION V: All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

The forgoing ordinance, consisting of five sections, was introduced at a regular meeting of the Board of Supervisors held on the 7th day of November 2023, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, at a regular meeting of the Board of Supervisors held on the 5th day of December 2023 by the following vote:

AYE: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Gary J. Evans and Kent S. Boes.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Kent S. Boes, Chair of the Board of Supervisors, County of Colusa, State of California

ATTEST:
Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: 12-05-23 Ordinance 834 Regarding the Partnership HealthPlan of Calfiornia Commission (9642 : Appointment to the Partnership

PARTNERSHIP HEALTHPLAN of CALIFORNIA
A Public Agency

2024 MEETING DATES

Meetings held on the fourth Wednesday of every even month from 10:00 AM to 2:00 PM, unless otherwise notified.

Exception:

The December 11, 2024 meeting will be on the second Wednesday of the month from 10:00 AM to 2:00 PM

February 28, 2024 Board Meeting and Strategic Planning Retreat – from 8:00am-2:00pm

Location - TBD

April 24, 2024 Board Meeting - from 10:00am-2:00pm;
PHC's Southeast Office located at 4605 Business Center Drive, Fairfield, CA (Conference Rooms A & B)
Video conference locations:

1. **PHC's Northwest Office located at 1036 Fifth Street, Eureka, CA**
2. **PHC's Northeast Office located at 2525 Airpark Drive, Redding, CA**
3. **PHC's Southwest Office located at 495 Tesconi Circle, Santa Rosa, CA**

June 26, 2024 Board Meeting – from 10:00am-2:00pm
PHC's Southeast Office located at 4605 Business Center Drive, Fairfield, CA (Conference Rooms A & B)
Video conference locations:

1. **PHC's Northwest Office located at 1036 Fifth Street, Eureka, CA**
2. **PHC's Northeast Office located at 2525 Airpark Drive, Redding, CA**
3. **PHC's Southwest Office located at 495 Tesconi Circle, Santa Rosa, CA**

August 28, 2024 Board Meeting - 10:00am-2:00pm
PHC's Southeast Office located at 4605 Business Center Drive, Fairfield, CA (Conference Rooms A & B)
Video conference locations:

1. **PHC's Northwest Office located at 1036 Fifth Street, Eureka, CA**
2. **PHC's Northeast Office located at 2525 Airpark Drive, Redding, CA**
3. **PHC's Southwest Office located at 495 Tesconi Circle, Santa Rosa, CA**

October 23, 2024 Board Meeting - 10:00am-2:00pm
Humboldt County - TBD
Video conference locations:

1. **PHC's Southeast Office located at 4605 Business Center Drive, Fairfield, CA (Conference Rooms A & B)**
2. **PHC's Northeast Office located at 2525 Airpark Drive, Redding, CA**
3. **PHC's Southwest Office located at 495 Tesconi Circle, Santa Rosa, CA**

December 11, 2024 Board Meeting – 10:00am-2:00pm
PHC's Southwest Office located at 495 Tesconi Circle, Santa Rosa, CA
Video conference locations:

1. **PHC's Northwest Office located at 1036 Fifth Street, Eureka, CA**
2. **PHC's Northeast Office located at 2525 Airpark Drive, Redding, CA**
3. **PHC's Southeast Office located at 4605 Business Center Drive, Fairfield, CA (Conference Room A)**

Direct all questions to Ashlyn Scott, Board Clerk at (707) 863-4516 or
Board_FinanceClerk@partnershiphp.org

Attachment: Partnership Healthplan 2024 Meeting Dates (9642 : Appointment to the Partnership Health Plan Commission)

PHC Board Member Listing

Jonathon Andrus
Chief Executive Officer
Fairchild Medical Center
Siskiyou County Hospital Representative

Leigha Andrews
Interim CEO
Marin Community Clinics
Marin County Health Center Representative

Darcie Antle
Disaster Recovery Director
Mendocino County Health and Human Services Agency
Mendocino County Representative

Gena Bravo
President / CEO
Woodland Memorial Hospital
Yolo County Hospital Representative

Ranell Brown
Director of Health and Human Services
County of Del Norte
Del Norte County Representative

Lewis Broschard, M.D.
Physician
Sutter Medical Group
Solano County Physician Representative

Christy Coleman
Assistant Director of Health & Human Services
Shasta County
Shasta County Representative

Paula Cohen
Retired
Mendocino County Public Representative

Cathryn Couch
Chief Executive Officer
Ceres Community Project
Sonoma County Public Representative

Dean Germano, M.H.S.c., F.A.C.H.E.
Chief Executive Officer
Shasta Community Health Center
Shasta County Community Health Center Representative

Liz Hamilton
Director
Trinity County Health & Human Services
Trinity County Representative

Alicia Hardy, Board Chair
Chief Executive Officer
Ole Health
Napa County Health Center Representative

Randall Hempling
Retired
Shasta County Public Representative

Gerald Huber
Executive Director
Solano County Health and Social Services
Solano County Representative

Dave Jones
Retired
Shasta County Public Representative

Liz Lara O'Rourke
Chief Executive Officer
United Indian Health Services, Inc
Humboldt County Clinic Representative

Attachment: PHC Commissioner Listing_082323 (9642 : Appointment to the Partnership Health Plan Commission)

PHC Board Member Listing

Lance LeClair
At Large Consumer Representative (Yolo County)

Wendy Longwell
At Large Consumer Representative (Shasta County)

Viola Lujan
Director of Business and Community Relations
La Clinica de La Raza
Solano County Community Health Center Representative

Melissa Marshall, M.D.
Chief Executive Officer
CommuniCare Health Centers
Yolo County Clinic Representative

Benita McLarin
Director
County of Marin – Health & Human Services
Marin County Representative

Jonathan Portney, MPH
Health Services Director
County of Lake, Health Services

Kathryn Powell
Chief Executive Officer
Petaluma Health Center
Sonoma County Community Health Center Representative

Tina Rivera
Director of Director, Department of Health Services
Sonoma County Representative

Tory Starr
Chief Executive Officer
Open Door Community Health Center
Humboldt County Representative

Stacy Sphar, DNP
Director of Health Services
Modoc County
Modoc County Representative

Nancy Starck
Legislative and Policy Manager
Humboldt County Department of Health and Human Services
Humboldt County Representative

Nolan Sullivan
Director
Yolo County Health and Human Services Agency
Yolo County Representative

Kim Tangermann, Board Vice Chair
Lake County Public Health Department
Lake County Health Center Representative

Jennifer Yasumoto
Director Napa County
Napa County Health and Human Services Representative

Attachment: PHC Commissioner Listing_082323 (9642 : Appointment to the Partnership Health Plan Commission)

COUNTY OF COLUSA, CA 5.2

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve letter of support for the In-Home Supportive Services administrative "Bridge" funding proposal.

Approve letter of support for the In-Home Supportive Services administrative "Bridge" funding proposal.

Detailed Description/Background of request

The County Welfare Directors Association of California (CWDA) is a nonprofit association representing the human service directors from each of California's 58 counties. The Association's mission is to promote a human services system that encourages self-sufficiency of families and communities, and protects vulnerable children and adults from abuse and neglect. To accomplish this mission, CWDA, among other things, advocates for policies that further the mission of the organization on behalf of all 58 counties.

Each year, CWDA works with its Board of Directors and its committee members to set budget priorities that align public policy with the needs of populations and communities across the state. One of those budget priorities for the upcoming fiscal year is In-Home Supportive Services (IHSS) program that assists low-income older adults and people with disabilities with in-home care in order to help them remain safely and independently in their homes. IHSS is considered an alternative to out-of-home care, such as nursing homes or board and care facilities. IHSS services may include domestic services such as housework, meal preparation and laundry, personal care services and accompaniment to medical appointments. As of December 2023, there are around 600,000 IHSS providers that assist over 746,000 older adults and persons with disabilities through IHSS program.

Due to the increase in demand for IHSS services and the expansion of eligible population for the program, IHSS caseloads increased considerably over the last several years. For example, Colusa County average caseload numbers for FY2017-18 (when the current funding methodology was last updated) were 208 cases and 8 monthly applications. In FY2023-24, Colusa County DHHS caseload is averaging 400 cases and 16 applications per month. The funding methodology and the allocation amount for IHHS program administration are insufficient to cover the caseload for the

program. For instance, in FY21/22, CDSS allocated $231,811 to Colusa County for IHSS administration. However, DHHS incurred costs of $500,049 for the program, out of which $268,238 were paid by the Health and Human Services Department.

Sufficient administrative funding is essential to retain and build a workforce to process applications and reassessments in an accurate, consistent, and timely manner.

CWDA is proposing to include Bridge funding for IHSS Administration for the 2024-25 fiscal year and further to update the existing IHSS administration budget methodology to take effect in the 2025-26 fiscal year.

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
Place on letterhead. Send to HBE for distribution

ATTACHMENTS:

- Fact Sheet-IHSS Admin Funding Budget Request 2024_FINAL (PDF)
- IHSS Admin Budget Memo-Governor's Budget_final (PDF)
- 03-12-24 Suppor letter-IHSS Administrative Bridge FundingL (DOC)

CWDA
Advancing Human Services for the Welfare of *All* Californians

CSAC

BUDGET FACT SHEET:
In Home Supportive Services: Administrative "Bridge" Funding

Background

In Home Supportive Services (IHSS) is a county-administered program that ensures eligible elder adults, blind, and/or disabled individuals remain in their homes and receive consumer-directed assistance with activities of daily living to avoid costly institutionalization. As of December 2023, over 750,000 older adults and persons with disabilities were authorized to receive in-home care from nearly 600,000 trusted IHSS caregivers in California.

There is an increasing demand for IHSS as California's population ages. Adults ages 65 and older are projected to reach 25 percent of the state's population by 2030. The recent expansions of the Medi-Cal program to include undocumented adults will enable even more older Californians to access home-based care to live safely in their homes and communities, but also will create further demand for IHSS services. IHSS supports the goals of California's Master Plan for Aging to meet the needs of an increasingly diverse and aging population.

Problem

Unfortunately, IHSS staff caseloads in most counties are unacceptably high and continue to grow. High caseloads impede timely access to IHSS for those who are eligible for services and causes strain for their unpaid caregivers.

County IHSS staffing relies on a combination of state funding and federal Medicaid matching funding to meet federal and state program mandates. Funds are administered through the California Department of Social Services based on a flawed methodology that fails to take into account all persons that IHSS serves and understates the cost of staffing. This has led to counties persistently not being fully funded to meet the increasing population and demands in the program.

As a result of inadequate funding for IHSS staff, many counties are under a Quality Improvement Action Plan for not meeting federal and state mandates for timeliness of intakes and reassessments, Additionally, delayed reassessments of some of the most vulnerable IHSS consumers who are served under the Community First Choice Option (CFCO) can lead to withholding of enhanced federal funding to the State.

Proposed Solution

CWDA requests $51 million General Fund on a one-time basis to county human services agencies as "bridge" funding and trailer bill language requiring CDSS to work with CWDA and counties during the 2024-25 fiscal year to update the existing IHSS administration budget methodology to take effect in the 2025-26 fiscal year.

$51 million is the amount that counties are currently overspending their statutorily required share of cost in an attempt to keep up with mandated administrative requirements. Providing bridge funding while counties and the Administration work to update the budget methodology is consistent with the approach used to update recent county administrative allocations for CalFresh and CalWORKs.

Contact

Eileen Cubanski, Interim Executive Director
ecubanski@cwda.org

Jenny Nguyen, Deputy Director of Budget and Fiscal Policy
jnguyen@cwda.org

Justin Garrett, Senior Legislative Advocate, CSAC, jgarrett@counties.org

Attachment: Fact Sheet-IHSS Admin Funding Budget Request 2024_FINAL (9666 : Letter of support for the In-Home Supportive Services

CWDA
Advancing Human Services
for the Welfare of *All* Californians

925 L Street, Suite 350
Sacramento, CA 95814
p: 916.443.1749 | f: 916.443.3202
cwda.org

Attachment: IHSS Admin Budget Memo-Governor's Budget_final (9666 : Letter of support for the In-Home Supportive Services funding

February 12, 2024

To: The Honorable Caroline Menjivar
Chair, Senate Budget Subcommittee No. 3

Honorable Members
Senate Budget Subcommittee No. 3

The Honorable Dr. Corey Jackson
Chair, Assembly Budget Subcommittee No. 2

Honorable Members
Assembly Budget Subcommittee No. 2

From: Eileen Cubanski, Interim Executive Director, CWDA
Justin Garrett, Senior Legislative Advocate, CSAC

RE: IN HOME SUPPORTIVE SERVICES: COUNTY ADMINISTRATIVE "BRIDGE" FUNDING AND LANGUAGE

The County Welfare Directors Association of California (CWDA) and the California Association of Counties (CSAC) respectfully request $51 million General Fund (GF) on a one-time basis to county human services agencies for administration of the IHSS Program and trailer bill language requiring the California Department of Social Services (CDSS) to work with CWDA, county human services agencies, and county worker representatives during the 2024-25 fiscal year to update the existing IHSS administration state budget methodology to take effect in the 2025-26 fiscal year.

IHSS is Essential to Meet the Needs of an Aging Population: IHSS is a key strategy in helping older Californians access home-based care to live safely in their homes and communities, avoiding costly institutionalization. As of November 2023, over 746,000 older adults and persons with disabilities were authorized to receive in-home care from 597,720 trusted IHSS caregivers. Enabling qualified IHSS recipients to remain in their own homes and receive care reduces hospitalization, nursing home care, and premature death.

The demand for IHSS services continues to grow as adults ages 65 and older are projected to reach 25 percent of the state's population by 2030. Moreover, the eligible population for the IHSS program has also expanded with the recent full-scope Medi-Cal expansion to

undocumented adults over age 19, as well as the Medi-Cal asset test elimination, effective January 1, 2024. Counties are committed and stand ready to serve the needs of this population, but sufficient administrative funding is needed for county agencies to retain and build a workforce to process new applications and reassessments in an accurate, consistent, and timely manner, and be responsive to clients' needs.

County IHSS Administration State Budgeting Methodology Underfunds Workload: In 2017-18, CDSS, in consultation with county human services agencies and CWDA, updated the budget methodology to fund county administrative activities associated with the IHSS Program. However, that methodology has shortcomings that we would like to see addressed:

- ***IHSS worker costs are underfunded.*** The updated methodology never fully funded actual IHSS worker costs from the beginning, due to decisions to exclude some costs. The resulting funding shortfall has grown ever since because there are no cost adjustments provided.
- ***Not all IHSS administrative workload is counted.*** Administrative funding is not provided if an application does not lead to someone receiving services, even if the individual is assessed and approved for services but unable to find a provider. For example, December 2023 CMIPS data show that 12 percent of "authorized" cases (those completing the application process) did not receive services. Counties receive no administrative funding despite county workload occurring for those cases.

Higher Per-Worker Caseloads, Which Will Continue to Grow Without More Funding for Additional Staff, Are Likely to Impede Access to IHSS: Administrative underfunding is contributing to higher worker caseloads in many counties, which in turn contributes to counties' inability to recruit and retain staff and meet the needs of an increasing elderly and vulnerable population. Caseloads of 300 and 400 consumers per social worker are not uncommon in some counties. This hampers counties' ability to timely and accurately administer the program and respond to the needs of recipients and providers.

Proposed Solution – Provide Bridge Funding for IHSS Administration and Require Updating the Budget Methodology: CWDA and CSAC request a total of $51 million GF on a one-time basis to county human services agencies for IHSS Administration the 2024-25 fiscal year, and trailer bill language requiring CDSS to work with CWDA, county human services agencies, and county worker representatives during the 2024-25 fiscal year to update the existing IHSS administration budget methodology to take effect in the 2025-26 fiscal year. The $51 million GF will "bridge" the time between now and when the state budget methodology can be updated and is the amount that counties overspent their statutorily required share of cost in the 2022-23 fiscal year to keep up with mandated administrative requirements. Providing bridge funding while counties and the Administration work to update the budget methodology aligns with the recent approach used to update county administrative funding for CalFresh and CalWORKs.

Attachment: IHSS Admin Budget Memo-Governor's Budget_final (9666 : Letter of support for the In-Home Supportive Services funding

We urge your support for this request.

Cc: Chris Woods, Office of the Senate President Pro Tempore
Mareva Brown, Office of the Senate President Pro Tempore
Jason Sisney, Office of the Speaker of the Assembly
Kelsy Castillo, Office of the Speaker of the Assembly
Elizabeth Schmitt, Senate Budget and Fiscal Review Subcommittee No. 3
Nicole Vazquez, Assembly Committee on Budget Subcommittee No. 2
Kirk Feely, Senate Republican Fiscal Office
Joe Shinstock, Assembly Republican Fiscal Office
Jessica Bartholow, Office of Senator Skinner
Kimberly Fuentes, Office of Senator Menjivar
Dubrea Sanders, Office of Assembly Member Jackson
Ginni Bella Navarre, Legislative Analyst's Office
Richard Figueroa, Office of the Governor
Angela Pontes, Office of the Governor
Marko Mijic, California Health and Human Services Agency
Kim Johnson, California Department of Social Services
Kris Cook, Human Services, California Department of Finance
County Caucus

Attachment: IHSS Admin Budget Memo-Governor's Budget_final (9666 : Letter of support for the In-Home Supportive Services funding

JOSE MERCED CORONA, DISTRICT I,
DAURICE K. SMITH, DISTRICT II
VICE-CHAIR
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
JANICE A. BELL, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

March 12, 2024

Honorable Caroline Menjivar, Chair
Senate Budget & Fiscal Review Sub. No. 3
1021 O Street, Suite 6720
Sacramento, CA 95814

Honorable Corey Jackson, Chair
Assembly Budget Subcommittee No. 2
1021 O Street, Suite 6120
Sacramento, CA 95814

RE: In Home Supportive Services: Administrative "Bridge" Funding – $51 million General Fund Request and Language– SUPPORT

Dear Chair Menjivar and Chair Jackson:

The County of Colusa respectfully requests your support of the proposal by County Welfare Directors Association (CWDA) and the California State Association of Counties (CSAC) to address underfunding of social worker and related staffing costs in the In Home Supportive Services (IHSS) Program by providing $51 million General Fund in one-time "bridge" funding in the 2024-25 fiscal year, and associated budget trailer bill language requiring the California Department of Social Services (CDSS) to work with CWDA and counties during the 2024-25 fiscal year to update the existing IHSS administration budget methodology to take effect in the 2025-26 fiscal year. This funding is necessary to ensure timely access to IHSS and to meet the growing demand of the program by older adults and persons with disabilities.

The IHSS Program is a critical program in achieving the goals and vision as outlined in California's Master Plan for Aging. California's population of older adults aged 65 and older is projected to reach 25 percent of the population, or 8.6 million Californians, by 2030. IHSS enables older adults to age with dignity and independence. As of December 2023, over 750,537 older adults and persons with disabilities receive in-home care from 599,176 trusted IHSS caregivers in California. Recently enacted expansions in Medi-Cal eligibility, including to undocumented persons aged 26-49, as well as those 50 and older, and the elimination of the Medi-Cal asset limit test, will allow more older adults and persons with disabilities to qualify for IHSS services to remain safely in their homes and community, avoiding costly hospitalization or institutionalization. These important policy changes are welcomed and align with California's Aging Master Plan.

However, county human services agencies are not prepared for this influx of older adults into the IHSS Program due to inadequate funding of the program's administrative operations. The IHSS Program relies on social workers to conduct assessments for older adults applying to the program to determine eligibility and level of need for in-home assistance. Once found eligible for services, IHSS staff assist consumers with identifying and enrolling their provider of choice to deliver personal care services. County IHSS staff ensure timely payments to those providers, and they carry out many other administrative duties required under both state and federal laws and regulations.

The current funding gap for county IHSS staffing worsens each year as the population of IHSS consumer's increases, due to population growth and new laws that broaden eligibility into the program. This gap is due to the State never fully funding actual IHSS worker costs when the budget methodology was updated in 2017-18; this underfunding has carried forward and has grown ever since because there are no cost adjustments provided. Additionally, the methodology does not pay for all the workload

Attachment: 03-12-24 Suppor letter-IHSS Administrative Bridge FundingL [Revision 2] (9666 : Letter of support for the In-Home Supportive

associated in processing applications, despite the need to complete assessments on a timely basis to determine if an older adult or person with disabilities is eligible to receive those services. This results in high caseloads for existing county IHSS staff, which in turn hampers counties' ability to adequately respond to the needs of recipients and providers, and to ensure IHSS applications are processed on a timely basis and that reassessments occur at least every 12 months, as required under state and federal law.

Due to the increase in demand for IHSS services and the expansion of eligible population for the program, IHSS caseloads increased considerably over the last several years. For example, Colusa County average caseload numbers for FY2017-18 (when the current funding methodology was last updated) were 208 cases and 8 monthly applications. In FY2023-24, Colusa County DHHS caseload is averaging 400 cases and 16 applications per month. The funding methodology and the allocation amount for IHHS program administration are insufficient to cover the caseload for the program. For instance, in FY21/22, CDSS allocated $231,811 to Colusa County for IHSS administration. However, DHHS incurred costs of $500,049 for the program, out of which $268,238 were paid by the Health and Human Services Department.

We believe it is critical to address this funding gap now to enable the IHSS Program to properly serve the growing population of older adults and persons with disabilities, enabling these Californians to live independently and to age with dignity as articulated in California's Aging Master Plan.

For these reasons, the County of Colusa urges your support.

Sincerely,

Gary J. Evans, Chairman
County of Colusa
Board of Supervisors

cc: Members and Staff of the Senate Budget Subcommittee No. 3
Members and Staff of the Assembly Budget Subcommittee No. 2
Missy Talbot, County Welfare Directors Association
RCRC
CSAC

Attachment: 03-12-24 Suppor letter-IHSS Administrative Bridge FundingL [Revision 2] (9666 : Letter of support for the In-Home Supportive

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Behavioral Health

FROM: Tony Hobson

SUBJECT: Presentation on Fiscal and Program Impacts as a Result of Behavioral Health Services Reform, Proposition 1, and other regulatory changes; possible direction to staff concerning proposed Cypress House Adult Residential Facility

Presentation on Fiscal and Program Impacts as a Result of Behavioral Health Services Reform, Proposition 1, and other regulatory changes; possible direction to staff concerning proposed Cypress House Adult Residential Facility.

Detailed Description/Background of request

Since mid-2022 there have been no less than 48 statutory, regulatory or program changes in the behavioral health arena. Tony Hobson and his staff have compiled a presentation to allow the Board to see what has changed or will be changing, and the impacts this is going to have, both positive and negative, on the way services will be delivered in the coming years. One of the more significant changes concerns the operation of the proposed Cypress House Adult Residential Facility.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: **Review, provide comment(s), on the attached letter to the State of California Department of Transportation regarding the proposed acquisition of land currently under the Williamson Act for the Cortina Ridge Sawato Kamitlitarro Wildlife Crossing.**

Approve letter to the State of California Department of Transportation regarding the proposed acquisition of land currently under the Williamson Act for the Cortina Ridge Sawato Kamitlitarro Wildlife Crossing.

Detailed Description/Background of request

The Community Development Department received a letter dated February 20, 2024 from the California Department of Transportation, North Region Environmental Division regarding the acquisition of Williamson Act contracted land for the Cortina Ridge Sawato Kamitlitarro Elk Crossing Project in Colusa County.

As the Board may recall, on August 15, 2023 the Board approved a letter of opposition be sent to the State of California Wildlife Conservation Board regarding the proposed Cortina Ridge Sawato Kamitlitarro Wildlife Crossing (Attachment #1). This letter identified significant deficiencies in the environmental document that had been previously prepared. The Board determined that these deficiencies, coupled with the expenditure of such a large sum of money for a less than necessary project, warranted the letter from the Board opposing the funding and asking that the project be remanded back to Caltrans so that the appropriate consultations can take place.

One of the issues that was detailed in the letter was that no analysis had been conducted of how the 1.25 acres of right-of-way can be acquired without violating the Williamson Act statutes or the existing Williamson Act contracts with the County that are in place. State law contains defined processes that must be followed whenever land within an agricultural preserve may be acquired by a public agency or person for a public use. These processes specifically require that the public agency must advise the local governing body responsible for the administration of the preserve (the County of Colusa Board of Supervisors) of its intention to consider the location of a public improvement within the preserve and contains numerous other procedural requirements that must be followed. At that time, no such notification or the State

mandated procedural requirements had been complied with.

Subsequent to sending the opposition letter in August, 2023, County staff participated in an annual Caltrans coordination meeting on November 27, 2023. This meeting is intended to establish and foster good working relationships between the various governmental jurisdictions in the County and Caltrans District 3 staff. During this meeting, the issue of the failure of Caltrans staff to perform the State mandated notification requirements for the acquisition of the Williamson Act contracted property was discussed. The County's Community Development Director was assured that the issue would be reviewed and the appropriate follow-up would be conducted.

Subsequently, on February 20, 2024 Community Development staff received an email addressed "To Whom It May Concern" at the Colusa County Planning Commission that purported to contain the notification and findings for the acquisition of the land necessary to construct the subject elk crossing (Attachment #2). The attached draft letter identifies issues with this information and requests that additional documentation be provided detailing the basis for the proposed finding.

Prior Board Action

On August 15, 2023, the Board approved a letter to the State of California Wildlife Conservation Board opposing the proposed Cortina Ridge Sawato Kamitlitarro Wildlife Crossing.

Fiscal Impact/Funding Source

None Identified

Action for the Clerk

Obtain the Chair's signature and send the signed letter to the individuals indicated in the letter with an electronic copy to the County's Community Development Director.

ATTACHMENTS:

- DRAFT Board Letter to Caltrans RE Property Acquistion of Williamson Act Land (DOCX)
- Attachment #1 08-15-23 Letter to Wildlife Conservation Board RE Cortina Ridge Sawato Kamitlitarro Wildlife Crossing (PDF)
- Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (PDF)
- Attachment #3 Government Code 51290 Public Acq of Williamson Act Contracted Land (PDF)

JOSE MERCED CORONA,
DISTRICT I
DAURICE K. SMITH, DISTRICT II,
VICE-CHAIR
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
JANICE A. BELL, DISTRICT V



COUNTY OF COLUSA
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boardclerk@countyofcolusa.org

March 12, 2024

Robert Wall
Senior Environmental Scientist
Department of Transportation
North Regional Environmental
703 B Street
Marysville, CA 95901

RE: Letter in Response to February 20, 2024 Letter
Williamson Act Contract Land Property Acquisition
Cortina Ridge Sawato Kamitlitarro Wildlife Crossing

Dear Mr. Wall:

The letter dated February 20, 2024 addressed to "To Whom It May Concern" at the Colusa County Planning Commission has been forwarded to the Colusa County Board of Supervisors as the Board is the authority responsible for the implementation of the Colusa County's Williamson Act Program. The letter purports to provide notice of the State mandated findings for the public acquisition of Williamson Act contracted land that is necessary for the construction of the Cortina Ridge Sawato Kamitlitarro Wildlife Crossing.

Government Code (GC) § 51291(b) requires that the local governing body (the Board of Supervisors) responsible for the administration of the agricultural preserve be notified of the intention to consider the location of a public improvement within an agricultural preserve. Sending a "To Whom It May Concern" letter to the Colusa County Planning Commission does not comply with this requirement. It is also noted that the letter was sent as an email attachment and states "*A physical copy of the notice and attachments will be sent via US Postal Service*". Please confirm that this letter was actually sent because as of this date no such letter has been received.

The letter provides background of Caltrans' prepared Initial Study for the proposed wildlife overcrossing that was circulated between August 10 - September 16, 2022. However, the initial study is absent of any discussion of the notification requirements for public acquisition of the Williamson Act contracted lands or how the concentration of conservation easements in the area is creating conflicts with the County's Williamson Act program and General Plan requirements.

Attachment: DRAFT Board Letter to Caltrans RE Property Acquistion of Williamson Act Land (9674 : Letter to Caltrans Regarding Property

During the November Caltrans' Annual Coordination Meeting with the various jurisdictions within Colusa County, the County's Community Development Director noted that the notification requirements of the Williamson Act statutes had not been followed for the proposed acquisition of land necessary for the wildlife crossing. At that time, he was assured that the issue would be reviewed and that there would be appropriate follow-up. He mistakenly assumed that in moving forward with the notification process that there would be communication with him to coordinate the details and timing of the notification. After all, the annual coordination meeting is intended to establish and encourage good working relationships between Caltrans and the local jurisdictions in the County. However, as mentioned earlier, he received an email with an attached letter addressed "To Whom It May Concern" of the Colusa County Planning Commission without any outreach or discussion with respect to the notification requirements.

In addition, the California Environmental Quality Act (CEQA) notice and review is a separate process and does not substitute for the notice of the intention to acquire land located in an agricultural preserve. Senate Bill 985 (Johnston, statutes of 1999) clarified that the CEQA notice does not equal the Public Acquisition Notification required under the Williamson Act. As such, this notice should have been provided at the very beginning of the project when it first appeared that the contracted land may be required (GC §51291(b)) and not at the very end when the notice is being provided long after the project has been approved and funded.

With respect to the letter and findings contained therein, there are a number of questions and deficiencies that cause the current notification effort to fail to meet the minimum State mandated notification requirements as discussed herein. On paragraph 2 of page 2, it is stated that "*the 1.25 acres of right of way acquisition would not be converted to any other use and thereby remain primarily agricultural*". As you are aware, the agricultural use of the area is cattle ranching. Please provide an explanation of how cattle from two different ranches will be kept separate and not be comingled by crossing over the overcrossing? It does not seem reasonable to assume that fencing would be used as it would negate the entire purpose of the wildlife overcrossing.

Paragraph 2 on page 3 contains some language relating to making the required statutory findings. The introductory sentence is "*The project location was chosen based on surveys, studies and consultation with external agency partners and the Yocha Dehe Wintun Nation*". Absent from this consultation was the County of Colusa. The second sentence of this paragraph states "*In accordance with Government Code § 51292, the project location is not based primarily on a consideration of the lower cost of with acquiring land in an agricultural preserve (GC § 51292(0))*". Please provide the documentation that supports this finding and details what were the primary factors that led to the decision to select this location. The last sentence of this paragraph states, "*There is no other land within or outside of the preserve on which it is reasonably feasible to locate the public improvement (GC §51292(b))*". Please provide the documentation that supports this finding as we know of no evidence in the record that supports this statement.

Attachment: DRAFT Board Letter to Caltrans RE Property Acquistion of Williamson Act Land (9674 : Letter to Caltrans Regarding Property

Upon review the information packet, it is also noted that copies of any applicable Williamson Act contract have not been provided. While a list of all Williamson Act contracts in the County enrolled in the AB 1265 process was provided, GC §51291(b) specifically requires that "*a copy of any applicable contract*" be provided.

The intent of the notification requirements for the public acquisition of lands within an Agricultural Preserve and encumbered by a Williamson Act contract is to ensure that the concerns of the local agency in charge with administering the local Williamson Act programs are addressed at the very earliest opportunity. GC § 51290 clearly states that It is the policy of the state to avoid, whenever practicable, the location of any public improvement, and the acquisition of land therefor, in agricultural preserves. Furthermore, it is clearly stated that the policy of the state whenever it is necessary to locate such an improvement within an agricultural preserve, that the improvement shall, whenever practicable, be located upon land other than land under a contract. The notification that has now been provided falls to provide any such documentation on compliance with these provisions. Please provide documentation demonstrating that these policies were considered during the site selection process.

It is apparent that this project is favored by the Wildlife Conservation Board and Caltrans regardless of any concerns that the Colusa County Board of Supervisors have with respect to the impact that the concentration of conservation easements in the area have on the County's agricultural industry, the County's Williamson Act program, or our General Plan requirements that specifically state that this concentration should not occur on agriculturally designated lands. The acquisition of land for the wildlife crossing will further compound these conflicts. As requested herein, please provide the requested information documenting the finding statements and that Caltrans has at least complied with the minimum statutory requirements in selecting this site for public acquisition.

In the future, please provide all future documentation and notification to the Chair, Colusa County Board of Supervisors, 547 Market St., Suite 102, Colusa, CA 95932 with a copy to Community Development Director, County of Colusa, 1213 Market Street, Colusa CA 95932.

Sincerely,

Gary J. Evans, Chair
Colusa County Board of Supervisors

cc: Assemblymember Aguiar-Curry
Senator Brian Dahle

Attachment: DRAFT Board Letter to Caltrans RE Property Acquistion of Williamson Act Land (9674 : Letter to Caltrans Regarding Property

JOSE MERCED CORONA, DISTRICT I
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III, CHAIR
GARY J. EVANS, DISTRICT IV, VICE-CHAIR
JANICE A. BELL, DISTRICT V

COUNTY OF COLUSA
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Fax (530) 458-0510
boardclerk@countyofcolusa.org

August 15, 2023

State of California
Wildlife Conservation Board
PO Box 944209
Sacramento, CA 94244-2090

RE: Letter in Response to Cortina Ridge Sawato Kamitlitarro Wildlife Crossing
Project ID: 2021185

Honorable Board Members:

In response to the notification that the Wildlife Conservation Board is considering funding the aforementioned wildlife crossing, this letter identifies several issues that should be fully considered prior to taking such an action. The Board of Supervisors had not previously commented on the project because we were not notified when Caltrans processed the Negative Declaration of Environmental Significance (ND) last summer. The most basic purpose of CEQA is that of a public information document. Unfortunately, Caltrans did not consult with Colusa County prior to preparing the ND and circulating it for public comment. Please refer to our exclusion from the list in Chapter 3 (Agency and Public Coordination) of the ND. In addition, the ND states that it was made available for public review at the County Administrative Office. The County's Board Clerks have confirmed that no such submittal was ever made.

Upon review of the ND, it failed to provide details as to how the cattle fencing along Highway 20 is impeding elk migration. Especially bulls which seem to be the focus of the project to prevent interbreeding. Anybody that has spent any amount of time around elk herds knows that "normal" cattle fences do not pose a barrier to mature elk. Given the lack of an actual barrier that the cattle fencing has on elk movement, it is unclear how the elk are going to be enticed to use the overcrossing as opposed to simply jumping over the fencing whenever it is encountered.

The ND only briefly mentions the existing Williamson Act contracts that the properties are subject to. The small valley this project is proposed to be located in and the surrounding hills are properties protected by the "Williamson Act".

Attachment: Attachment #1 08-15-23 Letter to Wildlife Conservation Board RE Cortina Ridge Sawato Kamitlitarro Wildlife Crossing (9674 : Letter

The Williamson Act is basically a contract between the State of California and counties to preserve agricultural, range and open space lands. The State has effectively abandoned the program for over a decade by not reimbursing counties for their loss in property tax revenue as a result of our participation in the Williamson Act program. Those Williamson Act properties benefit more wildlife in one year than will use the overpass during its useful life! Thus, the estimated $8-9 million cost returned to the counties via subvention payments would not only help wildlife, but would be the "right" thing for the State to do.

It is also important to point out that no analysis appears to have been conducted of how the 1.25 acres of right-of-way can be acquired without violating the Williamson Act statutes or the existing Williamson Act contracts with the County that are in place. State law contains defined processes that must be followed whenever land within an agricultural preserve may be acquired by a public agency or person for a public use. These processes specifically require that the public agency or person must advise the local governing body responsible for the administration of the preserve (the County of Colusa) of its intention to consider the location of a public improvement within the preserve and contains numerous other procedural requirements that must be followed. No such notification has ever occurred and we find no evidence that any of the procedural requirements and studies have been complied with.

The estimated cost of this project is $8-$9 million dollars. Assuming the Williamson Act requirements are met, construction of this project would also be an absolute waste of taxpayer monies. If it must be spent on some road related projects in Colusa County for wildlife or public access, may we suggest on and off ramps on I-5 at Lurline Road. This would do both, public access off and on the freeway, as well as provide public viewing of waterfowl in the late fall and winter.

As for the CEQA analysis, it is unfathomable how an overpass in a small valley with surrounding scenic hills has "no visual impact"! It would most certainly have an impact on the scenic vista and block views of the surrounding valley and hills.

Given the CEQA and Williamson Act procedural failures, we expect that this project be sent "back to the drawing board" and meaningful agency consultation takes place to address the statutory failures, and perhaps a redirection of the funding toward a more meaningful use.

Sincerely,

KENT S. BOES, Chair
Colusa County Board of Supervisors

cc: Assemblymember Aguiar-Curry
Senator Brian Dahle

Attachment: Attachment #1 08-15-23 Letter to Wildlife Conservation Board RE Cortina Ridge Sawato Kamitlitarro Wildlife Crossing (9674 : Letter

DEPARTMENT OF TRANSPORTATION
NORTH REGION ENVIRONMENTAL
703 B STREET
MARYSVILLE. CA 95901
Attn: Robert Wall
(707) 834-2471
www.dot.ca.gov
TTY 711

Making Conservation a California Way of Life.

February 20, 2024,

Colusa County Planning Commission
1213 Market Street
Colusa, CA 95932

SUBJECT: Cortina Ridge Sawato Kamitlitarro (Elk Crossing) Project

To Whom It May Concern,

The following notice is regarding the findings for the Williamson Act parcels within the project limits for the Cortina Ridge Sawato Kamitlitarro (Elk Crossing) Project in Colusa County.

The California Department of Transportation (Caltrans) prepared an Initial Study for the proposed construction of a wildlife overcrossing at postmile 10.07 on SR 20 in Colusa County. The Initial Study was circulated to the public between August 10 – September 16, 2022. After addressing public comments, the Initial Study was finalized on October 4, 2022.

The purpose of the project is to advance the cooperative, landscape-level effort to conserve and connect historically fragmented habitat within the Cache Creek Tule elk herd and other wildlife species by providing passage across highway 20. The project will meet the needs of the elk by promoting genetic exchange between sub-herds and allowing elk to expand and shift their range in the face of climate change. The project will be funded through

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Proposition 68 funding and will enhance a wildlife migration corridor, provide greater wildlife and landscape connectivity, and promote ecological uplift and the preservation of natural resources. Proposition 68 funds are allocated for bond management through the Wildlife Conservation Board specifically for these types of environmental projects cannot be used for any transportation related improvement projects. The project would increase the range of inland coastal Tule Elk habitat by over 100,000 acres (170 sq. miles) and provide Tule Elk access to the greater Bear Valley and Antelope Valley range.

The project location is situated within thousands of acres of open rangelands primarily designated and used for cattle grazing. The land in the Bear Valley range is protected either under existing wildlife conservation easements and/or the Williamson Act or both. Caltrans proposes to acquire 1.25 acres for the purpose of building the overcrossing structure. However, the 1.25 acres of right of way acquisition would not be converted to any other use and thereby remain primarily agricultural and protected under a wildlife conservation easement, thereby ensuring protection from uses outside the General Plan designation for agricultural use.

The project location was chosen based on surveys, studies and consultation with external agency partners and the Yocha Dehe Wintun Nation. In accordance with Government Code § 51292, the project location is not based primarily on a consideration of the lower cost of with acquiring land in an agricultural preserve (GC § 51292(a)). There is no other land within or outside of the preserve on which it is reasonably feasible to locate the public improvement (GC § 51292(b)).

If you have questions or need additional information, please contact me at **Robert.Wall@dot.ca.gov** or (707) 834-2471. Comments relating to this notice are due by March 21st, 2024.

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Sincerely,

Robert Wall

Robert Wall
Senior Environmental Scientist

Enclosure(s):
1. Williamson Act Contract
2. Parcel Map
3. Proposed Overcrossing Renderings

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

3J010 Colusa County Notice

Final Audit Report 2024-02-20

Created:	2024-02-20
By:	Rajpreet Bihala (s146801@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9W_eYNe3q_KzpQ9S7z5BOIjbORj6Lq6Z

"3J010 Colusa County Notice" History

Document created by Rajpreet Bihala (s146801@dot.ca.gov)
2024-02-20 - 11:15:35 PM GMT

Document emailed to Robert Wall (robert.wall@dot.ca.gov) for signature
2024-02-20 - 11:16:08 PM GMT

Email viewed by Robert Wall (robert.wall@dot.ca.gov)
2024-02-20 - 11:16:36 PM GMT

Document e-signed by Robert Wall (robert.wall@dot.ca.gov)
Signature Date: 2024-02-20 - 11:16:56 PM GMT - Time Source: server

Agreement completed.
2024-02-20 - 11:16:56 PM GMT

Powered by Adobe Acrobat Sign

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

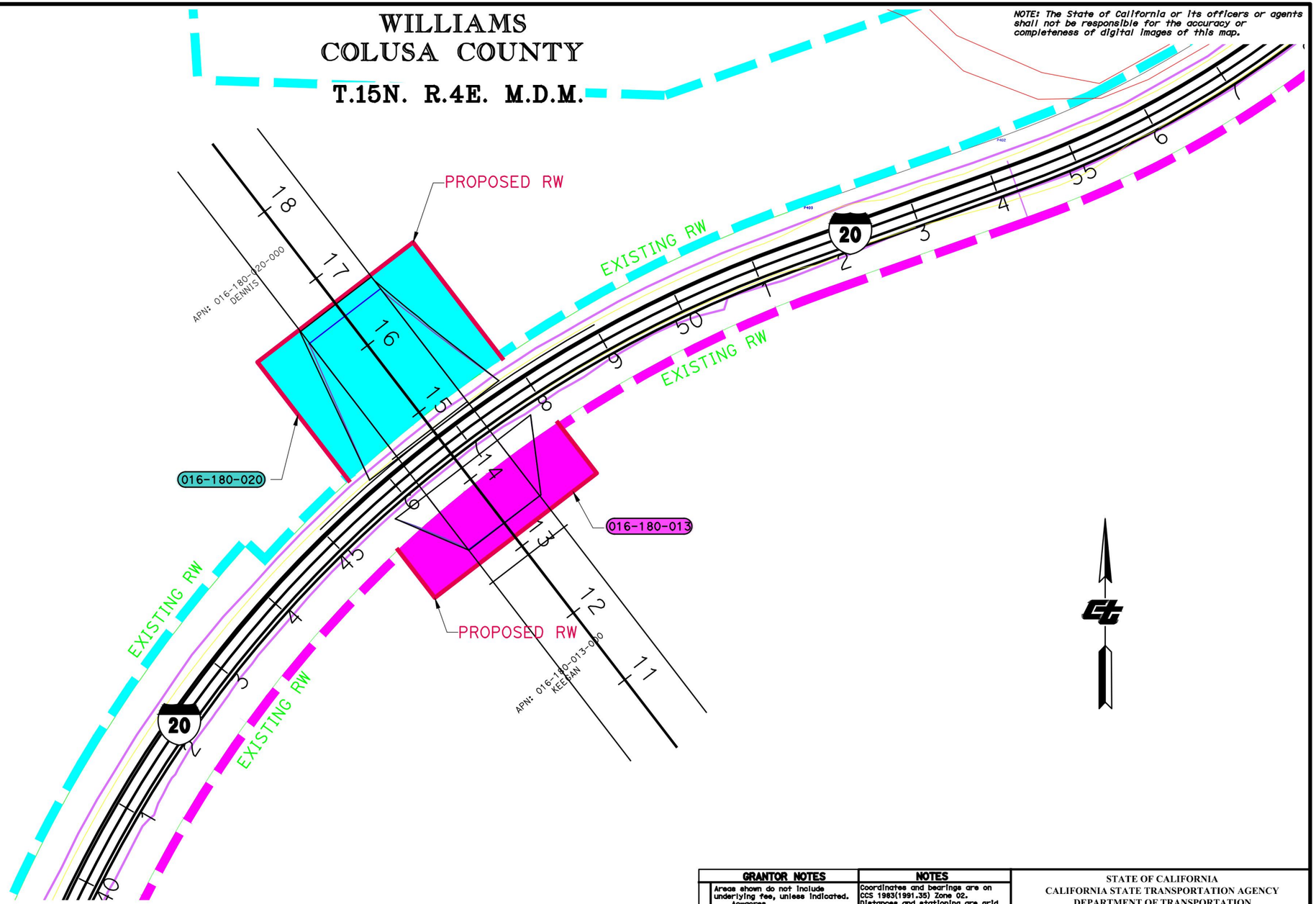
FOR STATE HIGHWAY MAPBOOK

R/W PROJECT SURVEYOR: JOHN PUFFER

BY	DATE	REVISIONS

WILLIAMS
COLUSA COUNTY
T.15N. R.4E. M.D.M.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted) TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	REMARKS	RECORDATION TYPE②	DATE	DOC.#③
016-180-020	F	JEANNETTE S. DENNIS ET. AL.	LARGE	40,076				LARGE				
016-180-013	F	MATHEW JAMES KEEGAN III	LARGE	18,623				LARGE				

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. A=acres
[ ] Indicates Underlying Fee (UF) Area
[ ] Indicates Indeterminate UF
① TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
② TYPE:
GD=Grant deed
ED=Easement deed
QC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DK=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
③ Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983(1991.35) Zone 02.
Distances and stationing are grid distances.
Divide by 0.999973 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
(R) Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
COST ESTIMATE MAP
MAP NO. 03-3J010 ALTERNATIVE 1

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

FULL SIZE MAP SCALE: 1" = 50'
FEET 0 25 50 100 150

TO DESIGN: 2/22/22 EA(s): 3J010 FAM#:
DRAFTED BY: J. PUFFER CHECKED BY: H. VEGA

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
03	COL	20	10	1	1

PROJECT ID:

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property



Whiskey Hill Wildlife Overcrossing - View 1 looking North (Proposed)

County of Colusa

Prepared by DES / Structure Design Services - Bridge Architecture and Aesthetics S. Heath 5-4-2022

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property



Whiskey Hill Wildlife Overcrossing - View 2 looking Northeast (Proposed)

County of Colusa

Prepared by DES / Structure Design Services - Bridge Architecture and Aesthetics S. Heath 5-4-2022

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

2021-0004793

Recorded
Official Records
County of
Colusa
Rose Gallo-Vasquez
Clerk-Recorder

REC FEE 0.00

01:40PM 01-Dec-2021

30
Page 1 of 31

Recording Requested By and
When Recorded, Mail To:
Colusa County
Community Development Department
220 12th Street
Colusa, CA 95932

Exempt from Recording Fees pursuant to Gov. Code 27383

Space Above Reserved for Recorder's Use

IMPLEMENTATION OF GOVERNMENT CODE SECTION 51244(b)(2) LIST OF AFFECTED PARCEL NUMBERS AND OWNERS SUBJECT TO LAND CONVERSATION ACT (WILLIAMSON ACT) CONTRACT MODIFICATIONS PURSUANT TO GOVERNMENT CODE SECTION 51244(b)(1)

AUTHORIZATION: On August 17, 2021, the Colusa County Board of Supervisors adopted Resolution No. 21-040 which pursuant to Government Code Section 51244(b)(1) authorized the reduction in the term for all applicable California Land Conservation Contracts in the County from ten (10) years to nine (9), for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-Year Farmland Security Zone Contracts, for calendar year 2022, effective on the anniversary date of all such contracts (January 1, 2022).

MODIFICATION OF CONTRACT TERM: Pursuant to Government Code Section 51244 (b)(1) the term for all California Land Conservation Contracts in Colusa County that are not exempt from reduction in term will be reduced from ten (10) years to nine (9) years, for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-Year Farmland Security Zone Contracts, for calendar year 2022 effective on the anniversary date of all such contracts (January 1, 2022).

LIST OF AFFECTED PARCELS: Pursuant to Government Code Section 51244 (b)(2), **EXHIBIT "A"** lists all parcels, with Land Conservation Contract Recording References, within Colusa County currently restricted by a California Land Conservation contract, except for those parcels specifically exempted by Government Code Section 51244(b)(7), subject to the reduction in contract terms pursuant to Government Code Section 51244(b)(1).

MODIFICATION OF ASSESSED VALUES: Pursuant to Board of Supervisor's Resolution No. 21-040 the Colusa County Assessor has been directed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq.

12/01/2021
Dated

Greg Plucker, Director
Colusa County Community Development Department

ATTACHMENTS:

1. EXHIBIT "A" – List of Affected Parcels and Landowner List with Land Conservation Contract Recording References
2. Colusa County Board of Supervisors Resolution 21-040, dated August 17, 2021

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Colusa)

On 12/01/2021 before me, Jacqueline Alvarez, Deputy Clerk
(insert name and title of the officer)

personally appeared Greg Plucker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jacqueline Alvarez (Seal)

COUNTY CLERK
COLUSA COUNTY CALIFORNIA

Implementation of AB 1265 for Calendar Year 2022 Gov. Code Section 51244(b)(2)
List of Affected Parcels and Landowner List with Land Conservation Contract Recording References

APN 2021	WA Contract Number	Owner	Land Conservation Contract Recording Instrument #	Land Conservation Contract Recording Date	Book	Page
016-170-003	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-004	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-005	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-170-007	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-170-008	71-44		1971-0386490	04/13/71	386	490
016-170-009	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-170-010	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-170-011	07-6	HALL LELAND BRADLEY REVOCABLE TR	2008-0000167	01/11/08		
016-170-012	07-6	HALL LELAND BRADLEY REVOCABLE TR	2008-0000167	01/11/08		
016-170-013	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-014	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-015	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-016	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-017	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-180-001	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-180-002	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-003	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-005	71-44	JARRETT DEANNA	1971-0386490	04/13/71	386	490
016-180-006	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-180-007	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-009	71-6	KEEGAN MATTHEW JAMES III	1971-0385285	03/11/71	385	285
016-180-011	71-6	FAVERO PAUL & JERALYN K TR ET AL	1971-0385285	03/11/71	385	285
016-180-012	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-180-013	71-6	KEEGAN MATTHEW JAMES III	1971-0385285	03/11/71	385	285
016-180-015	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-016	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-019	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-180-020	71-44	DENNIS JEANNETTE S & NIESEN LORILEE D JT WROS	1971-0386490	04/13/71	386	490
016-180-022	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-023	78-1	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-024	71-8	OCONNELL CATTLE COMPANY LLC A CA LLC	1971-0385342	03/15/71	385	342
016-180-025	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-026	71-8	OCONNELL CATTLE COMPANY LLC A CA LLC	1971-0385342	03/15/71	385	342
016-190-004	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-190-005	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-190-006	85-1	SALT CREEK ORCHARDS GROUP A CA LLC	1985-0001812	01/01/85	556	750
016-190-011	98-128	VANN GARNETT A ET AL	1998-0005730	12/31/98		
016-190-013	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-190-016	71-16	FERRINI JEAN E REVOC TR ET AL	1971-0385464	03/18/71	385	464
016-190-020	03-3	T & P FARMS A CA GENERAL PARTNERSHIP	2003-0001522	03/24/03		
016-190-021	71-16	FERRINI JEAN E TR ET AL	1971-0385464	03/18/71	385	464
016-190-024	71-16	FERRINI JEAN E TR ET AL	1971-0385464	03/18/71	385	464
016-190-027	85-1	SALT CREEK ORCHARDS GROUP A CA LLC	1985-0001812	01/01/85	556	750
016-190-038	85-1	SALT CREEK ORCHARDS GROUP A CA LLC	1985-0001812	01/01/85	556	750
016-190-040	85-1	SALT CREEK ORCHARDS GROUP A CA LLC	1985-0001812	01/01/85	556	750
016-190-041	71-53	LAGRANDE BRENT EDWARD ET AL	1971-0387098	04/21/71	387	098
016-190-042	71-16	FERRINI MATTHEW F LIVING TR ET AL	1971-0385464	03/18/71	385	464
016-190-043	71-16	FERRINI JEAN E REV TR	1971-0385464	03/18/71	385	464
016-190-044	71-16	FERRINI MATTHEW F LIVING TR ET AL	1971-0385464	03/18/71	385	464
016-190-045	71-16	FERRINI JEAN E REV TR	1971-0385464	03/18/71	385	464
016-190-046	71-53	LAGRANDE LEO ANDREW ET AL	1971-0387098	04/21/71	387	098
016-190-047	71-53	LAGRANDE BRENT EDWARD ET AL	1971-0387098	04/21/71	387	098
016-190-048	71-43	T & P FARMS A CA GENERAL PARTNERSHIP	1971-0386476	04/13/71	386	476
016-190-049	03-3	GLENDE EDNA MARY	2003-0001522	03/24/03		
016-190-050	03-3	GLENDE RONALD L & EDNAMARY C TRUSTEE GLENDE FA	2003-0001522	03/24/03		
016-190-051	03-3	MEZGER KERRY	2003-0001522	03/24/03		
016-190-052	03-3	CHARTER THOMAS E & PERRY T	2003-0001522	03/24/03		
016-190-053	03-3	ZILLI JONATHAN & LAURA TRUSTEES ZILLI FAMILY TR	2003-0001522	03/24/03		
016-190-054	03-3	CHARTER DANIEL A	2003-0001522	03/24/03		
016-190-055	03-3	CHARTER JAMES L	2003-0001522	03/24/03		
016-190-056	03-3	CHARTER THOMAS E & PERRY T	2003-0001522	03/24/03		
016-190-057	03-3	CHARTER THOMAS E & PERRY T	2003-0001522	03/24/03		
016-190-058	03-3	ZILLI JONATHAN & LAURA TRUSTEES ZILLI FAMILY TR	2003-0001522	03/24/03		
016-200-001	98-128	VANN GARNETT A ET AL	1998-0005730	12/31/98		
016-200-026	98-140	FERRINI MATTHEW F LIVING TR ET AL	1998-0005742	12/31/98		
016-210-001	03-7	MAUPIN WILLIAM H & ADDA F REVOC TR	2003-0006786	12/11/03		
016-210-002	03-7	MAUPIN WILLIAM H & ADDA F REVOC TR	2003-0006786	12/11/03		
016-210-008	98-75	ARENS RONALD E & MARGARET L FAMILY TR ET AL	1998-0005709	12/31/98		
016-210-025	03-7	MAUPIN WILLIAM H & ADDA F REVOC TR	2003-0006786	12/11/03		
016-210-026	03-7	MAUPIN WILLIAM H & ADDA F REVOC TR	2003-0006786	12/11/03		

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Description: Colusa,CA Document - Year DocID 2021.4793 Page: 17 of 31
Order: s Comment:

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

RESOLUTION NO. 21-040

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2022

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 50 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts, by reducing their terms, to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has absorbed the loss of approximately $856,000 annually in order to continue its support of the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That during the prior fiscal year (i.e., 2020-21), the payments received by the County pursuant to Government Code Sections 16142 and 16142.1 amounted to less than one-half of its actual foregone general fund property tax revenue.

2. The Board of Supervisors hereby approves the implementation of the AB 1265 process. In accordance with Government Code Section 51244(b)(1), unless otherwise exempt the term for all 10-Year Land Conservation Contracts shall be reduced to nine (9) years and the term for all 20-Year Land Conservation Act Contracts shall be reduced to eighteen (18) years for Calendar Year 2022, effective on the anniversary date of all such contracts (January 1, 2022).

3. The County Assessor is hereby instructed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq. otherwise known as the AB 1265 process.

4. The Clerk to the Board of Supervisors and the Community Development Director are hereby instructed to send notices to all landowners in the County's Williamson Act program informing them of the Board of Supervisor's decision to implement the provisions of Government Code Section 51244 et seq., otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered implied consent to the implementation of AB 1265.

5. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is hereby directed to process the notice of non-renewal pursuant to Government Code Section 51245.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 17th day of August, 2021, by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter and Gary J. Evans.

NOES: Supervisor J. Merced Corona.

ABSENT: None.

Gary J. Evans, Board Chair

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Description: Colusa,CA Document - Year DocID 2021.4793 Page: 30 of 31
Order: s Comment:

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

By: Patricia R
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

David Prentice, Interim County Counsel

I certify this copy to be a true and correct copy of the original record on file in this office.

Attest: Wendy G. Tyler
Clerk of the Board of Supervisors, in and for the County of Colusa, State of California.

By: Patricia R
Deputy

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

2022-0003559

Recorded
Official Records
County of
Colusa
Rose Gallo-Vasquez
Clerk-Recorder

02:24PM 18-Nov-2022

REC FEE 0.00

PE
Page 1 of 44

Recording Requested By and
When Recorded, Mail To:
Colusa County
Community Development Department
1213 Market Street
Colusa, CA 95932

Exempt from Recording Fees pursuant to Gov. Code 27383

Space Above Reserved for Recorder's Use

IMPLEMENTATION OF GOVERNMENT CODE SECTION 51244(b)(2)
LIST OF AFFECTED PARCEL NUMBERS AND OWNERS SUBJECT TO LAND CONVERSATION ACT (WILLIAMSON ACT) CONTRACT MODIFICATIONS PURSUANT TO GOVERNMENT CODE SECTION 51244(b)(1)

AUTHORIZATION: On August 16, 2022, the Colusa County Board of Supervisors adopted Resolution No. 22-032 which pursuant to Government Code Section 51244(b)(1) authorized the reduction in the term for all applicable California Land Conservation Contracts in the County from ten (10) years to nine (9), for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-Year Farmland Security Zone Contracts, for calendar year 2023, effective on the anniversary date of all such contracts (January 1, 2023).

MODIFICATION OF CONTRACT TERM: Pursuant to Government Code Section 51244 (b)(1) the term for all California Land Conservation Contracts in Colusa County that are not exempt from reduction in term will be reduced from ten (10) years to nine (9) years, for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-Year Farmland Security Zone Contracts, for calendar year 2022 effective on the anniversary date of all such contracts (January 1, 2023).

LIST OF AFFECTED PARCELS: Pursuant to Government Code Section 51244 (b)(2), **EXHIBIT "A"** lists all parcels, with Land Conservation Contract Recording References, within Colusa County currently restricted by a California Land Conservation contract, except for those parcels specifically exempted by Government Code Section 51244(b)(7), subject to the reduction in contract terms pursuant to Government Code Section 51244(b)(1).

MODIFICATION OF ASSESSED VALUES: Pursuant to Board of Supervisor's Resolution No. 22-032 the Colusa County Assessor has been directed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq.

11/18/2022
Dated

Greg Plucker, Director
Colusa County Community Development Department

ATTACHMENTS:

1. EXHIBIT "A" – List of Affected Parcels and Landowner List with Land Conservation Contract Recording References
2. Colusa County Board of Supervisors Resolution 22-032, dated August 16, 2022

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

Implementation of AB 1265 for Calendar Year 2023 Gov. Code Section 51244(b)(2)
List of Affected Parcels and Landowner List with Land Conservation Contract Recording References

APN 2022	WA Contract Number	Owner	Land Conservation Contract Recording Instrument #	Land Conservation Contract Recording Date	Book	Page
016-130-024	02-10	MYERS BRUCE J & KATHERINE M CP WROS	2002-0005573	12/26/02		
016-130-025	02-10	MYERS BRUCE J & KATHERINE M CP WROS	2002-0005573	12/26/02		
016-130-026	02-10	MYERS BRUCE J & KATHERINE M CP WROS	2002-0005573	12/26/02		
016-150-002	72-03	BOYES BROCK G ET AL	1972-0397437	06/14/71	397	437
016-150-003	72-03	BOYES BROCK G ET AL	1972-0397437	06/14/71	397	437
016-160-001	71-13	TOWNZEN PHILLIP A & CATHERINE A LIVING TR ET AL	1971-0385419	03/17/71	385	419
016-160-002	71-13	TOWNZEN PHILLIP A & CATHERINE A LIVING TR ET AL	1971-0385419	03/17/71	385	419
016-160-004	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-006	07-6	JELLISON FAMILY TR	2008-0000167	01/11/08		
016-160-007	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-008	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-010	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-011	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-012	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-160-013	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-170-003	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-004	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-005	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-170-007	71-44	BEAR VALLEY RANCH LLC A CA LLC	1971-0386490	04/13/71	386	490
016-170-008	71-44	KING LINDA A ET AL	1971-0386490	04/13/71	386	490
016-170-009	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-170-010	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-170-011	07-6	JELLISON FAMILY TR	2008-0000167	01/11/08		
016-170-012	07-6	JELLISON FAMILY TR	2008-0000167	01/11/08		
016-170-013	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-014	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-015	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-016	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-170-017	71-43	KING LINDA A ET AL	1971-0386476	04/13/71	386	476
016-180-001	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-180-002	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-003	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-005	71-44	JARRETT DEANNA	1971-0386490	04/13/71	386	490
016-180-006	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-180-007	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-009	71-6	KEEGAN MATTHEW JAMES III	1971-0385285	03/11/71	385	285
016-180-011	71-6	FAVERO PAUL & JERALYN K REVOC TR ET AL	1971-0385285	03/11/71	385	285
016-180-012	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-180-013	71-6	KEEGAN MATTHEW JAMES III	1971-0385285	03/11/71	385	285
016-180-015	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-016	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342
016-180-019	71-38	MINASIAN PAUL R TRUSTEE ET AL	1971-0386278	04/06/71	386	278
016-180-020	71-44	DENNIS JEANNETTE S & NIESEN LORILEE DEE JT	1971-0386490	04/13/71	386	490
016-180-022	71-8	FROST JAMES R	1971-0385342	03/15/71	385	342

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

RESOLUTION NO. 22-032

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2023

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 50 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has lost approximately $856,000 annually in order to continue the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That during the prior fiscal year (i.e., 2021-22), the payments received by the County pursuant to Government Code Sections 16142 and 16142.1 amounted to less than one-half of its actual foregone general fund property tax revenue.

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

2. The Board of Supervisors hereby approves the implementation of the AB 1265 process. In accordance with Government Code Section 51244(b)(1), unless otherwise exempt the term for all 10-Year Land Conservation Contracts shall be reduced to nine (9) years and the term for all 20-Year Land Conservation Act Contracts shall be reduced to eighteen (18) years effective on the anniversary date of all such contracts (January 1, 2023).

3. The County Assessor is hereby instructed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq. otherwise known as the AB 1265 process.

4. The Clerk to the Board of Supervisors and the Community Development Director are hereby instructed to send notices to all landowners in the County's Williamson Act program informing them of the Board of Supervisor's decision to implement the provisions of Government Code Section 51244 et seq., otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered implied consent to the implementation of AB 1265.

5. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is hereby directed to process the notice of non-renewal pursuant to Government Code Section 51245.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 16th day of August, 2022, by the following vote:

AYES: Supervisors Kent S. Boes, Denise J. Carter, Gary J. Evans .

NOES: Supervisor J. Merced Corona.

ABSENT: Supervisor Daurice K. Smith.

J. Merced Corona, Board Chair

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

I certify this copy to be a true and correct copy of the original record on file in this office.

Attest: Wendy G. Tyler
Clerk of the Board of Supervisors, in and for the County of Colusa, State of California.

By _____ Deputy

Attachment: Attachment #2 2024 02 20 Caltrans Property Acquisition Notification Package (9674 : Letter to Caltrans Regarding Property

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GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] *(Title 5 added by Stats. 1949, Ch. 81.)*

DIVISION 1. CITIES AND COUNTIES [50001 - 52203] *(Division 1 added by Stats. 1949, Ch. 81.)*

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5] *(Part 1 added by Stats. 1949, Ch. 81.)*

CHAPTER 7. Agricultural Land [51200 - 51297.4] *(Chapter 7 added by Stats. 1965, Ch. 1443.)*

ARTICLE 6. Eminent Domain or Other Acquisition [51290 - 51295] *(Article 6 added by Stats. 1965, Ch. 1443.)*

51290. (a) It is the policy of the state to avoid, whenever practicable, the location of any federal, state, or local public improvements and any improvements of public utilities, and the acquisition of land therefor, in agricultural preserves.

(b) It is further the policy of the state that whenever it is necessary to locate such an improvement within an agricultural preserve, the improvement shall, whenever practicable, be located upon land other than land under a contract pursuant to this chapter.

(c) It is further the policy of the state that any agency or entity proposing to locate such an improvement shall, in considering the relative costs of parcels of land and the development of improvements, give consideration to the value to the public, as indicated in Article 2 (commencing with Section 51220), of land, and particularly prime agricultural land, within an agricultural preserve.

(Amended by Stats. 1998, Ch. 690, Sec. 5. Effective January 1, 1999.)

51290.5. As used in this chapter, "public improvement" means facilities or interests in real property, including easements, rights-of-way, and interests in fee title, owned by a public agency or person, as defined in subdivision (a) of Section 51291.

(Amended by Stats. 1998, Ch. 690, Sec. 6. Effective January 1, 1999.)

51291. (a) As used in this section and Sections 51292 and 51295, (1) "public agency" means any department or agency of the United States or the state, and any county, city, school district, or other local public district, agency, or entity, and (2) "person" means any person authorized to acquire property by eminent domain.

(b) Except as provided in Section 51291.5, whenever it appears that land within an agricultural preserve may be required by a public agency or person for a public use, the public agency or person shall advise the local governing body responsible for the administration of the preserve of its intention to consider the location of a public improvement within the preserve. In accordance with Section 51290, the notice shall include an explanation of the preliminary consideration of Section 51292, and give a general description, in text or by diagram, of the agricultural preserve land proposed for acquisition, and a copy of any applicable contract created under this chapter.

Within 30 days thereafter, the local governing body shall forward to the appropriate public agency or person concerned their comments with respect to the effect of the location of the public improvement on the land within the agricultural preserve and those comments shall be considered by the public agency or person. In preparing those comments, shall consider issues related to agricultural land use, including, but not limited to, matters related to the effects of the proposal on the conversion of adjacent or nearby agricultural land to nonagricultural uses shall be considered. The failure by any person or public agency, other than a state agency, to comply with the requirements of this section shall be admissible in evidence in any litigation for the acquisition of that land or involving the allocation of funds or the construction of the public improvement. This subdivision does not apply to the erection, construction, alteration, or maintenance of gas, electric, piped subterranean water or wastewater, or

Attachment: Attachment #3 Government Code 51290 Public Acq of Williamson Act Contracted Land (9674 : Letter to Caltrans Regarding

communication utility facilities within an agricultural preserve if that preserve was established after the submission of the location of those facilities to the city or county for review or approval.

Attachment #3

(c) When land in an agricultural preserve is acquired by a public entity, the public entity shall notify the Director of Conservation within 10 working days. The notice shall include a general explanation of the decision and the findings made pursuant to Section 51292. The notice shall also include a general description, in text or by diagram, of the agricultural preserve land acquired.

(d) If, after giving the notice required under subdivisions (b) and (c) and before the project is completed within an agricultural preserve, the public agency or person proposes any significant change in the public improvement, it shall give notice of the changes to the local governing body responsible for the administration of the preserve. Within 30 days thereafter, the local governing body may forward to the public agency or person their comments with respect to the effect of the change to the public improvement on the land within the preserve and the compliance of the changed public improvements with this article. Those comments shall be considered by the public agency or person, if available within the time limits set by this subdivision.

(e) Any action or proceeding regarding notices or findings required by this article filed by the local governing body administering the agricultural preserve shall be governed by Section 51294.

(Amended by Stats. 2021, Ch. 644, Sec. 13. (SB 574) Effective January 1, 2022.)

51291.5. The notice requirements of subdivision (b) of Section 51291 shall not apply to the acquisition of land for the erection, construction, or alteration of gas, electric, piped subterranean water or wastewater, or communication facilities.

(Added by Stats. 1999, Ch. 1018, Sec. 11. Effective January 1, 2000.)

51292. No public agency or person shall locate a public improvement within an agricultural preserve unless the following findings are made:

(a) The location is not based primarily on a consideration of the lower cost of acquiring land in an agricultural preserve.

(b) If the land is agricultural land covered under a contract pursuant to this chapter for any public improvement, that there is no other land within or outside the preserve on which it is reasonably feasible to locate the public improvement.

(Amended by Stats. 1999, Ch. 1018, Sec. 12. Effective January 1, 2000.)

51293. Section 51292 shall not apply to:

(a) The location or construction of improvements where the board or council administering the agricultural preserve approves or agrees to the location thereof, except when the acquiring agency and administering agency are the same entity.

(b) The acquisition of easements within a preserve by the board or council administering the preserve.

(c) The location or construction of any public utility improvement which has been approved by the Public Utilities Commission.

(d) The acquisition of either (1) temporary construction easements for public utility improvements, or (2) an interest in real property for underground public utility improvements. This subdivision shall apply only where the surface of the land subject to the acquisition is returned to the condition and use that immediately predated the construction of the public improvement, and when the construction of the public utility improvement will not significantly impair agricultural use of the affected contracted parcel or parcels.

(e) The location or construction of the following types of improvements, which are hereby determined to be compatible with or to enhance land within an agricultural preserve:

(1) Flood control works, including channel rectification and alteration.

(2) Public works required for fish and wildlife enhancement and preservation.

(3) Improvements for the primary benefit of the lands within the preserve.

(f) Improvements for which the site or route has been specified by the Legislature in a manner that makes it impossible to avoid the acquisition of land under contract.

Attachment: Attachment #3 Government Code 51290 Public Acq of Williamson Act Contracted Land (9674 : Letter to Caltrans Regarding

Attachment #3

(g) All state highways on routes as described in Sections 301 to 622, inclusive, of the Streets and Highways Code, as those sections read on October 1, 1965.

(h) All facilities which are part of the State Water Facilities as described in subdivision (d) of Section 12934 of the Water Code, except facilities under paragraph (6) of subdivision (d) of that section.

(i) Land upon which condemnation proceedings have been commenced prior to October 1, 1965.

(j) The acquisition of a fee interest or conservation easement for a term of at least 10 years, in order to restrict the land to agricultural or open space uses as defined by subdivisions (b) and (o) of Section 51201.

(Amended by Stats. 1994, Ch. 1158, Sec. 4. Effective January 1, 1995.)

51293.1. Any public agency or person requiring land in an agricultural preserve for a use which has been determined by a city or county to be a "compatible use" pursuant to subdivision (e) of Section 51201 in that agricultural preserve shall not be excused from the provisions of subdivision (b) of Section 51291 if the agricultural preserve was established before the location of the improvement of a public utility was submitted to the city, county, or Public Utilities Commission for agreement or approval and that compatible use shall not come within the provisions of Section 51293 unless the location of the improvement is approved or agreed to pursuant to subdivision (a) of Section 51293 or the compatible use is listed in Section 51293.

(Amended by Stats. 1983, Ch. 101, Sec. 71.)

51294. Section 51292 shall be enforceable only by mandamus proceedings by the local governing body administering the agricultural preserve. However, as applied to condemnors whose determination of necessity is not conclusive by statute, evidence as to the compliance of the condemnor with Section 51292 shall be admissible on motion of any of the parties in any action otherwise authorized to be brought by the landowner or in any action against the landowner.

(Amended by Stats. 2021, Ch. 644, Sec. 14. (SB 574) Effective January 1, 2022.)

51294.1. After 30 days have elapsed following its action, pursuant to subdivision (b) of Section 51291, advising the local governing body of a county or city administering an agricultural preserve of its intention to consider the location of a public improvement within such agricultural preserve, a public agency proposing to acquire land within an agricultural preserve for water transmission facilities which will extend into more than one county, may file the proposed route of the facilities with each county or city administering an agricultural preserve into which the facilities will extend and request each county or city to approve or agree to the location of the facilities or the acquisition of the land therefor. Upon approval or agreement, the provisions of Section 51292 shall not apply to the location of the proposed water transmission facility or the acquisition of land therefor in any county or city which has approved or agreed to the location or acquisition.

(Amended by Stats. 2021, Ch. 644, Sec. 15. (SB 574) Effective January 1, 2022.)

51294.2. If any local governing body administering an agricultural preserve within 90 days after receiving a request pursuant to Section 51294.1 has not approved or agreed to the location of water transmission facilities as provided in Section 51294.1 or in subdivision (a) of Section 51293, the public agency making such request may file an action against such local governing body in the superior court of one of the counties within which any such body has failed to approve the location of facilities or the acquisition of land therefor, to determine whether the public agency proposing the location or acquisition has complied with the requirements of Section 51292. If the court should so determine, the provisions of Section 51292 shall not apply to the location of water transmission facilities, nor the acquisition of land therefor, in any of the counties into which they shall extend, and no writ of mandamus shall be issued in relation thereto pursuant to Section 51294. For the purposes of this section, the county selected for commencing such action is the proper county for the trial of such proceedings. In determining whether the public agency has complied with the requirements of Section 51292, the court shall consider the alignment, functioning and operation of the entire transmission facility.

Courts shall give any action brought under the provisions of this section preference over all other civil actions therein, to the end that such actions shall be quickly heard and determined.

(Added by Stats. 1970, Ch. 415.)

51295. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed, or when that land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality, or agency acting under the authority or power of the federal government, the contract shall be

Attachment: Attachment #3 Government Code 51290 Public Acq of Williamson Act Contracted Land (9674 : Letter to Caltrans Regarding

deemed null and void as to the land actually being condemned, or so acquired as of the date the action is filed, and for the purposes of establishing the value of the land, the contract shall be deemed never to have existed.

Attachment #3

Upon the termination of the proceeding, the contract shall be null and void for all land actually taken or acquired.

When an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

When an action to condemn or acquire an interest that is less than the fee title of an entire parcel or any portion thereof of land subject to a contract is commenced, the contract shall be deemed null and void as to that interest and, for the purpose of establishing the value of only that interest, shall be deemed never to have existed, unless the remaining interests in any of the land subject to the contract will be adversely affected, in which case the value of that damage shall be computed without regard to the contract.

The land actually taken shall be removed from the contract. Under no circumstances shall land be removed that is not actually taken for a public improvement, except that when only a portion of the land or less than a fee interest in the land is taken or acquired, the contract may be canceled with respect to the remaining portion or interest upon petition of either party and pursuant to the provisions of Article 5 (commencing with Section 51280).

For the purposes of this section, a finding by the board or council that no authorized use may be made of the land if the contract is continued on the remaining portion or interest in the land, may satisfy the requirements of subdivision (a) of Section 51282.

If, after acquisition, the acquiring public agency determines that it will not for any reason actually locate on that land or any part thereof, the public improvement for which the land was acquired, before returning the land to private ownership, the public agency shall give written notice to the local governing body responsible for the administration of the preserve, and the land shall be reenrolled in a new contract or encumbered by an enforceable deed restriction with terms at least as restrictive as those provided by this chapter. The duration of the restriction shall be determined by subtracting the length of time the land was held by the acquiring public agency or person from the number of years that remained on the original contract at the time of acquisition.

(Amended by Stats. 2021, Ch. 644, Sec. 16. (SB 574) Effective January 1, 2022.)

Attachment: Attachment #3 Government Code 51290 Public Acq of Williamson Act Contracted Land (9674 : Letter to Caltrans Regarding

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA 8.2

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment Nos. IB-012 - IB-015. (4/5 vote required)

Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment Nos. IB-012 - IB-015. **(4/5 vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions on.
See Budget Adjustment ledger below for summary details or the IB-012 - IB-015 forms attached for full details.

Inter-Budget Ledger - FY2023/24					
Department	**Fund**	**Object**	**Dept**	**Amount**	
Substance Abuse	003	48030	711	155,000.00	IB-012
CLRF11-HHS-Nondrug MC S A	219	31960	000	155,000.00	
Substance Abuse	003	55270	711	150,000.00	
Substance Abuse	003	53230	711	5,000.00	
CLRF11-HHS-Nondrug MC S A	219	59452	219	155,000.00	
SLESF - Sheriff	141	31960	000	28,600.00	IB-013
Task Force	001	47983	522	4,655.00	
SLESF - Sheriff	141	57199	141	6,700.00	
SLESF - Sheriff	141	53050	141	17,000.00	
SLESF - Sheriff	141	57099	141	4,900.00	
Task Force	001	57099	422	4,655.00	
Communications	001	46754	520	2,000.00	IB-014
Jail	001	45470	534	1,272.34	
Sheriff	001	45470	521	6,253.71	
Sheriff	001	46754	521	13,648.10	
Sheriff	001	45661	521	20,000.00	
Sheriff	001	45629	521	7,314.49	
Sheriff	001	47910	521	22,972.50	
Communications	001	51010	520	2,000.00	
Jail	001	53170	534	1,272.34	
Sheriff	001	53120	521	22,972.50	
Sheriff	001	51012	521	35,677.32	
Sheriff	001	51022	521	2,572.37	
Sheriff	001	53250	521	1,087.81	
Sheriff	001	53180	521	7,466.00	
Sheriff	001	53251	521	412.80	
Library	001	46878	921	500.00	IB-015
Library	001	53120	921	500.00	

Prior Board Action
None

Fiscal Impact/Funding Source
See detailed report on the attached adjustment form.

Action for the Clerk
None

ATTACHMENTS:

- IB-012 - IB-015 forms (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Behavorial Health

Submitted By: Jayro C Pina

Digitally signed by Jayro C Pina
Date: 2024.02.05 16:23:45 -08'00'

Explanation: Behavioral Health requests use 219 fund balance to increase transfers out to BHS - Substance Abuse to increase the appropriations in the Support & Care of Persons account and the Special Dept Expenses account. There has been an unanticipated increased need to place clients in inpatient settings and sober living environments and higher than anticipated Special Dept. Expenses for the current fiscal year.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	48030	711	Transfers In	$ 104,563.00	$ 259,563.00	$ 155,000.00
						$ 0.00
						$ 0.00
219	31960	000	Fund Balance	$ 0.00	$ 155,000.00	$ 155,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 310,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	55270	711	Support and Care of Persons	$ 150,000.00	$ 300,000.00	$ 150,000.00
003	53230	711	Special Department Expenses	$ 5,000.00	$ 10,000.00	$ 5,000.00
						$ 0.00
219	59452	219	Transfers Out	$ 74,563.00	$ 229,563.00	$ 155,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 310,000.00

Fiscal Year: 2023/24

Board Date: 3/12/2024 F9648

Inter-Budget Log #: IB- 012

OpenGov Amendment #:

Attachment: IB-012 - IB-015 forms (9648 : FY23/24 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Various: SRF 141- Budget 522

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2024.02.09 14:44:52 -08'00'

Explanation: 141- Using balance of funds to increase appropriations for fixed assets <$5,000, clothing/personal supplies and fixed assets >$5,000.
Fixed Assets <$5,000 funds are needed to pay for increase of body cameras in the jail. Axon agreement was more than original quote during budget preparation.
Clothing/Personal Supplies funds are needed to purchase replacement helmets.
Fixed Assets >$5,000 funds are needed to replace Rigid Hull boat that was previously damaged.
522- Increase revenue and appropriations for fixed assets <$5,000 with revenue received from Asset Forfeiture funds.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
141	31960	000	Fund Balance	$ 0.00	$ 28,600.00	$ 28,600.00
001	47983	522	Miscellaneous Other Revenue	$ 0.00	$ 4,655.00	$ 4,655.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 33,255.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
141	57199	141	Fixed Assets >$5,000	$ 20,000.00	$ 26,700.00	$ 6,700.00
141	53050	141	Clothing & Personal Supplies	$ 15,627.00	$ 32,627.00	$ 17,000.00
141	57099	141	Fixed Assets <$5,000	$ 1,415.00	$ 6,315.00	$ 4,900.00
001	57099	522	Fixed Assets<$5,000	$ 0.00	$ 4,655.00	$ 4,655.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 33,255.00

Fiscal Year: 2023-24

Board Date: 3/12/2024 #9645

Inter-Budget Log #: IB- 013

OpenGov Amendment #:

Attachment: IB-012 - IB-015 forms (9648 : FY23/24 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff - Jail - Communication

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2024.02.16 16:04:44 -08'00'

Explanation: Requesting to increase revenue and appropriations listed below:
520 - Increase Salaries from Law Enforcement Mendocino revenue.
534- Increase Office supplies. Purchased file cabinets from Path 2 grant revenue project # 7476 recognizing $1,272.34 out of amount of $394,238.78 received.
521- Increase Maintenance of Equipment from Sales of Fixed Assets
521 Increase Overtime, OASDI, Travel, Training and Professional Services from S.A.F.E Grant Q1 and Q2, Law Enforcement Mendocino, DEA Grant and School Attendance Review Board Contract.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	46754	520	Law Enforcement Mendocino	$ 0.00	$ 2,000.00	$ 2,000.00
001	45470	534	State Grant Award project #7477	$ 9,915,838.00	$ 9,917,110.34	$ 1,272.34
						$ 0.00
001	45470	521	State Grant Award	$ 0.00	$ 6,253.71	$ 6,253.71
001	46754	521	Law Enforcement Mendocino	$ 0.00	$ 13,648.10	$ 13,648.10
001	45661	521	School Attendance Review Board	$ 0.00	$ 20,000.00	$ 20,000.00
001	45629	521	DEA Grant	$ 0.00	$ 7,314.49	$ 7,314.49
001	47910	521	Sales of Fixed Assets	$ 0.00	$ 22,972.50	$ 22,972.50
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 73,461.14

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53120	521	Maintenance of Equipment	$ 52,090.00	$ 75,062.50	$ 22,972.50
001	51012	521	Overtime	$ 77,868.00	$ 113,545.32	$ 35,677.32
001	51022	521	OASDI	$ 231,932.00	$ 234,504.37	$ 2,572.37
001	53250	521	Transportation & Travel	$ 6,000.00	$ 7,087.81	$ 1,087.81
001	53180	521	Professional/ Special Services	$ 31,417.00	$ 38,883.00	$ 7,466.00
001	53251	521	Education & Training	$ 5,000.00	$ 5,412.80	$ 412.80
001	51010	520	Salaries & Wages	$ 454,405.00	$ 456,405.00	$ 2,000.00
001	53170	534	Office Supplies	$ 2,885.00	$ 4,157.34	$ 1,272.34
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 73,461.14

Fiscal Year: 2023-24
Board Date: 3/12/2024

Inter-Budget Log #: IB- 014
OpenGov Amendment #:

Attachment: IB-012 - IB-015 forms (9648 : FY23/24 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: 921-Library

Submitted By: Deedra Taylor

Digitally signed by Deedra Taylor
DN: OU=921, O=Library, CN=Deedra Taylor, E=dtaylor@countyofcolusa.com
Reason: I am the author of this document
Location: your signing location here
Date: 2024-02-21 08:48:41
Foxit PhantomPDF Version: 9.7.5

Explanation: 46878-Photo Copies Reimbursement to recognize donation for photo copies to 53120-Maintenance Equipment for photo copy charges.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	46878	921	Photo Copies Reimb	$ 2,500.00	$ 3,000.00	$ 500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53120	921	Maintenance-Equipment	$ 2,425.00	2925	$ 500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 500.00

Fiscal Year: 2023-24

Board Date: 3/12/2024

Inter-Budget Log #: IB- 015

OpenGov Amendment #:

Attachment: IB-012 - IB-015 forms (9648 : FY23/24 Inter-Budgets)

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the February 27, 2024 Board of Supervisors Regular Meeting Minutes

Approve the February 27, 2024 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on February 27, 2024 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Add to County website and scan into Laserfiche

ATTACHMENTS:

- 02-27-24 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I
Daurice K. Smith, District II, Vice-Chair
Kent S. Boes, District III,
Gary J. Evans, District IV Chair
Janice A. Bell, District V



County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

February 27, 2024

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 27th day of February 2024 at the hour of 9:00 a.m. Present: Supervisors J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans. Absent: Supervisor Janice A. Bell.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King gives comments regarding the Board of Supervisor's resolution recommending the Healthy Rivers voluntary agreements.

Ms. Meeker announces she is officially retiring as of February 29, 2024 from the Pioneer Review as Editor but she will still be writing on contract.

REPORT OUT OF FEBRUARY 13, 2024 CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. California Government Code section 54956.8. Property: 1500 E Street, Williams, CA (APN 05-201-032). Property owner: Williams School District Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, Subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626. Counsel states direction given to staff with no reportable action.

3. LIABILITY CLAIM. California Government Code section 54956.95. Claimants: Ryan Alan Dearman. Agency claimed against: Colusa County. Counsel states the Board voted to deny claim with all Supervisors present, except Supervisor Boes.

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: CAO.

I. STAFF REPORTS

Mr. Plucker updates the Board on the steps of the Economic Resiliency Funds project.

Ms. Allen states that March 1st is coming up and she has received a request from the Tenant Counsel for a pre-extension regarding Migrant Housing and Ag will doing analysis of the feasible study and other paperwork to submit for the pre-extension of Migrant Housing.

Ms. Tyler states she wants to make the Board is aware that there is a termite issue at the Courthouse Annex and she will be working with the Courts because it will require tenting the building for approximately four days.

CONSENT AGENDA

Approve Consent Item No.'s 1 through 6.

1. APPOINTMENT/WILLIAMS CEMETERY DISTRICT

Appoint Jane Christy (Dist. 3) to the Williams Cemetery District to fill an unexpired term effective February 27, 2024 through November 23, 2024. **(Application received: Jane Christy)**

2. APPOINTMENT/COLUSA MOSQUITO ABATEMENT DISTRICT

Reappoint Scott Kittle and Don Traynham to the Colusa Mosquito Abatement District, effective March 7, 2024 through March 6, 2028. **(Application received: Scott Kittle and Don Traynham)**

3. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

Ratify purchase of four Motorola APX 8500 radios for Colusa County Sheriff's Office utilizing contract # 17724-HGAC (TX)-RA05-21 in the amount of $29,398.35.

4. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve Contract No. **C24-027** with **The Regents of the University of California on behalf of its Davis Campus Continuing and Professional Education**, for state-mandated staff training for Child Welfare Services (CWS) social worker staff, effective July 1, 2024.

5. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve Contract No. **C24-028** with **The Regents of the University of California on behalf of its Davis Campus Continuing and Professional Education**, for state-mandated staff training for Eligibility Worker (EW) staff, effective July 1, 2024.

6. TREASURER

Accept January 2024 Treasury Monthly Investment Report as presented.

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith
ABSENT:	Bell

III. HUMAN RESOURCES

1. Adopt Revised job classification for Assistant Public Works Director/County Engineer, set salary at Range MGT42 ($10,493-$17,192) and amend the Position Allocation Schedule for the Department of Public Works to reflect said change; further designate the incumbent Assistant Public Works Director as the County Engineer, all actions effective March 1, 2024.

Comments received by Ms. Rhodes and Mr. King.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith
ABSENT:	Bell

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Receive an update on the status of the County Coordinator Grant Project including information on upcoming community meetings.

Comments received by Mr. Geiger.

Chair Evans makes time for adoption of a Resolution to memorialize the denial of appeal of the Planning Commission's denial of the Janus Solar electrical generating and battery storage project.

9:24 a.m. Supervisor Boes recuses himself and leaves the room.

2. Adopt **Resolution No. 24-06** memorializing the denial of appeal of the Planning Commission's denial of the Janus Solar electrical generating and battery storage project.

Comments received by Mr. Plucker and Mr. King.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Evans, Corona, Smith
ABSENT:	Bell, Boes

9:28 a.m. Supervisor Boes rejoins the session and is now seated.

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

Invoice #	Fund/Department	Vendor	Amount
43953	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$95.00
44315	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$150.00
44625	BUILDING & GROUNDS	JOEL'S PEST CONTROL	$70.00

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith
ABSENT:	Bell

Chair Evans declares a recess at 9:30 a.m. and states that they are now sitting as the Colusa County Flood Control and Water conservation District Board with all Directors present except, Director Bell.

9:30 a.m. **PUBLIC HEARING**

Chair Evans makes time for a Public Hearing to consider formation of Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District and possible adoption of Resolution Forming Same. Further, if Resolution is adopted provide direction to staff regarding formation of Zone Council and obtaining Associate Membership in the Sites Project Joint Powers Authority.

Comments received by Ms. Tyler.

9:37 a.m. Chair Evans open the Public Hearing and calls for public comment.

Comments received by Mr. King and Ms. Murphy.

9:42 a.m. Chair Evans calls for additional public comment. Hearing none, Chair Evans closes Public Hearing.

The Clerk calls for protest forms to be turned in at this time. The Clerk states no protest forms were received.

2. **Sitting as the Colusa County Flood Control and Water Conservation District Board**

Adopt **Resolution No. 24-07** forming Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District. Chair Evans appoints himself and Supervisor Bell to form a Zone of Benefit Ad-Hoc to determine the levels of responsibilities and roles of the Zone Council; further, staff is directed to enter into discussions with Sites JPA regarding the Zone becoming an Associate member.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith
ABSENT:	Bell

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

Chair Evans adjourns the Colusa County Flood Control and Water Conservation District Board at 9:48 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present, except Supervisor Bell.

3. Review FY 2023-24 County Budget at Midyear. **(Powerpoint on file in Board Clerk's office.)**

Comments received by Ms. Tyler, Ms. Moore, Mr. Hobson and Ms. Allen.

VI. BOARD OF SUPERVISORS/ELECTED

1. Discussion and possible action pertaining to the Elected Negotiation Ad-hoc's recommendation for the Assessor, Auditor, Clerk-Recorder, District Attorney, Treasurer/Tax Collector, and Sheriff on salaries and benefits.

Comments received by Mr. Stout and Sheriff Garofalo, Ms. Rhodes, and Ms. Tyler.

Board has consensus on recommendation and provides to elected. **(Ad-Hoc proposal on file in Clerk's office)**

Comments received by Sheriff Garofalo, Ms. Tyler and Ms. Rhodes.

Chair Evans declares a recess 11:10 a.m. and reconvenes in Regular Session at 11:18 a.m.

Comments received by Mr. Farrell, Sheriff Garofalo, Ms. Rhodes, Ms. Edwards, Mr. Zunino, Ms. Tyler and Ms. Meeker.

Chair Evans declares a recess 11:44 a.m. and reconvenes in Regular Session at 12:03 p.m.

Electeds provide counter proposal for consideration**. (Counter proposal on file in Clerk's office)**

VII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Jobs First CERF meeting
- CSAC Executive Committee Forum
- Farm Show
- Elected Negotiations Ad-Hoc meetings
- Mosquito Abatement meeting
- NACo Legislative Conference
- Tru Narc and Mantis X Presentations
- Regional Housing Authority meeting
- Williams City Council meeting

Supervisor Smith

Meetings/functions attended:

- NCCC Consortium meeting
- Sac Regional California Jobs First
- California Jobs First Sub-regional meeting

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

One Stop Special Board meeting
FEMA Maps meeting with Kathleen Schafer
CalTrans and Public Works addressing speed concerns
CICC meeting
Wildlife Risk Mitigation meeting with RCD and Colusa Planning Department

Supervisor Corona
Meetings/functions attended:
Resource Conservation District meeting
Dos Rios Continuum of Care meeting
Drug Testing Demo
Attended several funeral services
Calls from constituents with several complaints regarding road conditions and unlicensed business

Supervisor Evans
Meetings/functions attended:
Sub Ground Water meeting
Sites meetings
Agenda Review
Elected Negotiations Ad-Hoc meetings
CERF Community meeting

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she sent an email to the Board members and Department Heads with a list of bills that our legislative delegation is sponsoring this year. She further states that if the Board of Supervisors or departments have bills not sponsored by our legislative contingency and that are of interest to let her know.

Chair Evans declares a recess at 12:14 p.m. to convene in Closed Session.

IX. CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO.
   c

Chair Evans adjourned the meeting at 12:35 p.m. to reconvene in Regular Session on March 12, 2024 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 02-27-24 Minutes (9652 : Approve the February 27, 2024 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: **Approve letter of support for SB 1032 (Padilla) that would give HCD the authority to forgive specific legacy loans, per HCD's discretion.**

Approve letter of support for SB 1032 (Padilla) that would give HCD the authority to forgive specific legacy loans, per HCD's discretion.

Detailed Description/Background of request

The Housing and Community Development Department (HCD) administers a number of loan programs that were authorized by the Legislature in the 1980's and 1990's that were created to preserve existing affordable housing across the state. These programs offered loans to public housing providers (housing agencies) with terms that attempted to strike a balance between providing impactful funding and ensuring the rents charged by the housing agencies on these properties would remain affordable. All of these programs are closed and no longer offer loans.

While it was easy to obtain the loan, terms that allowed housing agencies to forgo making any payments on the loan effectively trapped these housing agencies in an endless debt cycle with no exit path. The loans were set up with the premise that the housing agencies would only pay against the loan interest. The notion being that housing entities could use excess future cash flows to pay down the principal. In reality, these affordable housing units seldom experience excess cash flows due to the rent affordability restrictions required by the loan program and the cost of maintaining the units. Given the reality of how these loans currently function, it is time to provide HCD the authority to forgive these as means to provide relief to the impacted housing agencies.

In a high number of cases, housing agencies that would benefit from loan forgiveness serve as the main affordable housing providers in their regions. Without loan forgiveness, these housing agencies will default on these loans, effectively increasing the possibility that a housing agency will need to close affordable housing sites which serve the most vulnerable residents of their communities, which will ultimately lead to more homelessness across the state.
SB 1032 will give HCD the authority to forgive these specific legacy loans, per their discretion.

Prior Board Action

None

Fiscal Impact/Funding Source

Action for the Clerk

1. CSAC encourages counties to submit letters in support of the bill by **COB Tuesday, March 12th**.
2. Once finalized, please send a copy to Kristina Gallagher kgallagher@counties.org at CSAC and to HBE to send to our legislative delegation and senate housing committee

ATTACHMENTS:

- 03-12-24 Support letter SB 1032 HCD Authority for Loan Forgiveness (DOC)

JOSE MERCED CORONA, DISTRICT I,
DAURICE K. SMITH, DISTRICT II
VICE-CHAIR
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
JANICE A. BELL, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

March 12, 2024

The Honorable Nancy Skinner
Chair, Senate Housing Committee
1021 O Street, Suite 3330
Sacramento, CA 95814

RE: SB 1032 (Padilla) Housing finance: portfolio restructuring: loan forgiveness.
As introduced on February 6, 2023 – SUPPORT

Dear Senator Skinner:

Colusa County is proud to support SB 1032, which will give the Housing and Community Development Department (HCD) the authority to forgive specific legacy loans, per HCD's discretion.

It has become increasingly difficult to find developers willing to invest in housing of any kind in rural communities, let alone affordable housing. The most recent Housing Study done in Colusa County showed that there is a critical need to maintain and increase affordable housing in our area. The vacancy rate of our affordable housing units averages 0.6%. We have 1,376 households earning less than $25,000 per year and only 556 affordable housing units available. Further, 958 households pay more than 35% of income to rent and 527 households pay more than 50% of income to rent. It is critical that existing affordable housing be preserved.

HCD administers a number of loan programs authorized by the Legislature in the 1980's and 1990's that were created to preserve existing affordable housing across the state. These programs offered loans to public housing providers (housing agencies) with terms that attempted to strike a balance between providing impactful funding and ensuring the rents charged by the housing agencies on these properties would remain affordable. All of these programs are closed and no longer offer loans.

While it was easy to obtain the loan, terms that allowed housing agencies to forgo making any payments on the loan effectively trapped these housing agencies in an endless debt cycle with no exit path. The loans were set up with the premise that the housing agencies would only pay against the loan interest. The notion being that housing entities could use excess future cash flows to pay down the principal. In reality, these affordable housing units seldom experience excess cash flows due to the rent affordability restrictions required by the loan program and the cost of maintaining the units. Given the reality of how these loans currently function, it is time to provide HCD the authority to forgive these as means to provide relief to the impacted housing agencies.

In a high number of cases, housing agencies that would benefit from loan forgiveness serve as the main affordable housing providers in their regions. Without loan forgiveness, these housing agencies will default on these loans, effectively increasing the possibility that a housing agency will need to close

Attachment: 03-12-24 Support letter SB 1032 HCD Authority for Loan Forgiveness [Revision 1] (9694 : Approve letter of support to give HCD

affordable housing sites which serve the most vulnerable residents of their communities, which will ultimately lead to more homelessness across the state.

Housing is an important element of economic development and essential for the health and wellbeing of our communities. SB 1032 would not require HCD to forgive any specific loans, but instead will give them the authority to choose to forgive certain legacy loans that are most at risk, per their discretion. Specifically, SB 1032 will allow housing providers to preserve current affordable housing units without the need to evict low-income residents out of their homes.

For these reasons, Colusa County is proud to support SB 1032.

Sincerely,

Gary J. Evans, Chair
Colusa County
Board of Supervisors

CC: The Honorable Members, Senate Housing Committee
Mehgie Tabar, Consultant, Senate Housing Committee
Kerry Yoshida, Consultant, Senate Republican Caucus
Alexis Castro, Legislative Director, Office of Senator Stephen Padilla
Cece Sidley, Fellow, Office of Senator Stephen Padilla
Mark Neuburger, Legislative Advocate, California State Association of Counties

Attachment: 03-12-24 Support letter SB 1032 HCD Authority for Loan Forgiveness [Revision 1] (9694 : Approve letter of support to give HCD

COUNTY OF COLUSA, CA 9.3

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Gary Evans

SUBJECT: Consider recommended proposal from Board of Supervisors Ad Hoc Committee for Salary and Benefit Negotiations with the Assessor, Auditor, Clerk-Recorder, District Attorney, Treasurer/Tax Collector, and Sheriff

Consider recommended proposal from Board of Supervisors Ad Hoc Committee for Salary and Benefit Negotiations with the Assessor, Auditor, Clerk-Recorder, District Attorney, Treasurer/Tax Collector, and Sheriff

Detailed Description/Background of request

Below is the Ad Hoc Committee's recommended 2nd counter offer proposal to the elected officials. As before, this 2nd counter offer will only become the Board's counter office if agreed upon by a majority of the Board. Please note that the attached Elected Department Head Salary Survey has been updated due to a formula error in one of the worksheets.

COUNTY RESPONSE/COUNTER-OFFER TO ELECTED OFFICIAL DEPARTMENT HEADS

~~**MOU Term:**~~ **No Term**

~~2 year MOU- October 1, 2023 thru September 30, 2025~~

Base Salary Step Increase COUNTER *(see salaries below)*

~~Effective October 1, 2023 each elected official will receive a two (2) step increase to their base salary pay~~.

~~Effective October 1, 2023 any newly elected officials starting base salary shall be step 8.~~

Longevity Pay - COUNTER *(see salaries below)*

~~Effective October 1, 2023 each elected official will receive a longevity pay stipend based on years of "public" service, which will continue in perpetuity as each elected official reaches the years-of-service thresholds as stipulated below:~~

~~10 years- 2.5%~~
~~15 years- 5.0%~~
~~20 years- 7.5%~~

Salaries: COUNTER (estimated annual costs $115,739)

Salaries: Effective January 1, 2024 the wages of elected positions (Assessor, Auditor- Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner, and Treasurer Tax Collector) shall be brought to Median ~~Maximum~~Mid-point as documented in the March 2024 update of the December 2023 Salary Survey attached as Appendix A. The current salary step system for Elected Officials and all prior Resolutions shall be nullified upon adoption of a Resolution containing these provisions.

Effective January 1, 2024 incumbent Elected Officials will receive an experience base salary adjustment based on their years of "relevant public service." Relevant public service shall mean time spent in California County/City/State service, prior to initially assuming or being elected to office, with a strong nexus to the office. Time in elected office ~~shall~~shall not apply to any experience adjustments.

The years of service thresholds are as stipulated below:

Minimum 5 years - 2.5% of base salary

Minimum 10 years - 5.0% of base salary

Minimum 15 years - 7.5% of base salary

The receipt of the ~~monthly experience stipend~~base salary adjustment shall require a subsequent Board action, following an individual's initial assumption or election to office. ~~(Remove)~~

~~If an incumbent's salary is 7.5% or more above the Median Minimum, no relevant experience stipend adjustment will be made.~~ (Remove)

If an incumbent's salary is greater than the base salary, plus their relevant experience base salary adjustment, no adjustments to salary will be made.

~~All Elected Officials shall received COLAS tied to BOS.~~ Each elected position's base salary shall be adjusted at the same percentage and time as the Board of Supervisors salary adjustments occur.

~~HR shall conduct a salary survey with the current comparator counties and submit for Board of Supervisors consideration 60 days prior to "declaration of candidacy" for those elected positions appearing on the ballot in the coming year. Salaries that are not at, or above, the Median Maximum will be adjusted~~

~~to be effective with the new term of office.~~

~~4% salary increase Effective Oct. 1, 2023; 0% salary increase effective Oct. 1,~~
~~2024.~~

(Health & Welfare) Cafeteria Plan: ACCEPT *(estimated costs $876/mo.; $10,515/yr.)*

Employees Hired Before Jan. 1, 2013
Effective December 1, 2023 and December 1, 2024 county will contribute an amount sufficient, when combined with the MEC, and reduced by the
executive management incentive pay, to cover the health insurance premium for the employee, employee plus one, and family coverages associated with the CalPERS Gold plan.

Employees Hired After Dec. 31, 2012
Effective December 1, 2023 and December 1, 2024 County will contribute an amount sufficient, when combined with the MEC, to cover the health insurance premium for the employee, employee plus one, and family coverage associated with the CalPERS Gold plan.

In subsequent years the Cafeteria plan offered to the Elected Officials will be equivalent to the Appointed Department Heads, excluding executive management incentive pay.

(Retirement) Internal Revenue Code Section 457 Deferred Compensation Plans - ACCEPT w/ change *(estimated Cost - $600/mo.; $7,200/yr.)*

~~For employees with up to seven (7) years of county service, county will contribute~~
~~$60 per month effective October 1, 2023.~~

~~For employees with seven (7) to fifteen (15) years of county service, county will~~
~~contribute $80 per month effective October 1, 2023.~~

~~For employees with more than fifteen (15) years of county service, county will~~
~~contribute $100 per month effective October 1, 2023.~~

The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions.
Employee participation is such plans is voluntary:

a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation package, the County will match employee contributions to a County-offered IRC 457 Plan as follows:

1) For Elected Department Officials up to $100 per month. To qualify for matching contributions, Elected Department Officials must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

(Miscellaneous) Vehicle Allowance - ACCEPT w/ change *(estimated Cost $1,000/mo.; $12,000/yr.)*

County shall contribute a $250 per month vehicle allowance for in-county travel effective ~~October 1, 2023~~ January 1, 2024. Any Elected Official that is assigned a county take home vehicle will not receive a vehicle allowance.

Existing MOU Provisions Not Addressed Above:
To REMAIN as previous MOU or be ELIMINATED in new MOU

Section 1 (Salaries) - B. Executive Management Pay (for those hired prior to January 1, 2013) - **REMAINS**

~~**Section 1 (Salaries)** - C. Sheriff Post Incentive Compensation~~ - **ELIMINATED**

Section 2 (Health & Welfare) - A. Medical Insurance - **REMAINS**

Section 2 (Health & Welfare) - B. Dental Insurance - **REMAINS**

Section 2 (Health & Welfare) - C. Cafeteria Plan - **REMAINS** (with above changes to certain provisions and below changes to mimic Appointed Department Heads)

4. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

5. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact- finding procedures, if applicable.

Section 2 (Health & Welfare) - D. Cash In-Lieu - **REMAINS** (with below changes to mimic Appointed Department Heads)

a. Covered Employees hired prior to January 1, 2013 and who qualify for the above- described cash-in-lieu benefit shall receive $435 per month.

b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall continue to receive $374 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

Section 2 (Health & Welfare) - E. Vision Care and Employee Assistance Plans - **REMAINS**

Section 2 (Health & Welfare) - F. Health Reimbursement Arrangement - **REMAINS**

Section 2 (Health & Welfare) - G. Health Care Compliance - **REMAINS**

Section 3 (Retirement) - A. Retirement Plans - **REMAINS**

Section 3 (Retirement) - B. Retirement Plan Contributions - **REMAINS**

Section 3 (Retirement) - C. Federal Insurance Contribution Act (FICA) Tax - **REMAINS**

Section 4 (Miscellaneous) - A. Required Licenses - **REMAINS**

Section 4 (Miscellaneous) - B. Uniform Allowance - **ELIMINATED**
Section 5 (Chapter 45) - **ELIMINATED** (will now reference Personnel Rules)

Fiscal Impact

Action for the Clerk
None.

ATTACHMENTS:

- 03-07-24 Elected Negotiations Counter Docs for BOS Ad Hoc (PDF)
- Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (PDF)

County's Counter-Proposal

Updated 3/7/2024

Adjustments to Median Midpoint

	Assessor	Auditor	Clerk-Rec	D.A.	Sheriff	Treasurer	TOTALS
Annual Salaries (Incumbents)	148,464	148,464	127,968	180,024	191,604	199,752	996,276
Current Rate/hour	76.14	76.14	65.62	92.32	92.12	102.44	
Base Median Midpoint Salary	141,785	146,309	138,626	186,635	202,114	141,414	956,881
Rate/hour Midpoint	72.71	75.03	71.09	95.71	97.17	72.52	
Equity % Adj	-4.72%	-1.49%	7.69%	3.54%	5.20%	-41.27%	TOTALS
Equity Inc.	(6,692)	(2,180)	10,660	6,607	10,510	(58,362)	27,777
PERS	(2,811)	(916)	4,477	2,775	4,414	(24,512)	11,666
FICA	(512)	(167)	816	505	804	(4,465)	2,125
TOTAL EQ Cost	**(10,015)**	**(3,262)**	**15,953**	**9,887**	**15,728**	**(87,338)**	**41,568**
Adj. Salary (Incumbents)	148,464	148,464	138,628	186,631	202,114	199,752	1,024,053
Rate/hour (Incumbents)	76.14	76.14	71.09	95.71	97.17	102.44	
Rate/Hour Max Equity	73.71	76.56	72.13	95.71	98.83	73.49	
Rate/Hr Mid point	72.71	75.03	71.09	95.71	97.17	72.52	
Relative Experience %	7.5%	7.5%	2.5%	5.0%	7.5%	2.5%	
Relative Experience Cost	10,634	10,973	3,466	9,332	15,159	3,535	49,563
TOTAL Relative Experience Cost (No PERS)	**11,447**	**11,813**	**3,731**	**10,046**	**16,318**	**3,806**	**53,354**
TOTAL Relative Experience Cost (w/ PERS)	**15,914**	**16,421**	**5,186**	**13,965**	**22,685**	**5,291**	**74,171**
Median Midpoint SALARY + Relative Exp.	**152,418**	**157,282**	**142,091**	**195,966**	**217,272**	**144,949**	
Adjusted Rate/Hr	**78.16**	**80.66**	**72.87**	**100.50**	**104.46**	74.33	
% Increase	**2.7%**	**5.9%**	**11.0%**	**8.9%**	**13.4%**	**-27.4%**	
	78.16	**80.66**	**72.87**	**100.50**	**104.46**	**77.96**	
Increase/(Decrease) over Current Rate	**$ 2.03**	**$ 4.52**	**$ 7.24**	**$ 8.18**	**$ 12.34**	**$ (28.10)**	
PERS COST - Stipend Only	**1,661**	**3,703**	**1,456**	**3,919**	**6,367**	**-**	**17,106**

	23/24	24/25	25/26*
Salary Increases	38,670	77,340	81,207
FICA (7.65%)	2,958	5,917	6,212
PERS (est at 42%)*	16,241	32,483	34,107
Vehicle Allowance (250/mo)	6,000	12,000	12,000
Health Insurance	5,258	10,515	11,041
Def. Compensation ($100/mo)	3,600	7,200	7,200
TOTAL COST	**72,728**	**145,454**	**151,767**

*Assume 5% Salary increase and 5% Insurance increase in Jan 2026

Current Additional Pays:						
Management Pay	5,220	5,220	-	5,220	5,220	5,220
Cell Phone Stipend	-	720	-	-	720	240
POST Intermediate (2.5% of Base)	-	-	-	-	4,790	-
Uniform Pay (PERS)	-	-	-	-	660	-
TOTALS	5,220	5,940	-	5,220	11,390	5,460
New Additional Pays with adj above:						
Management Pay	5,220	5,220	-	5,220	5,220	5,220
Cell Phone Stipend	-	720	-	-	720	240
POST Intermediate (2.5% of Base)	-	-	-	-	**5,432**	-
Uniform Pay (PERS)	-	-	-	-	660	-
TOTALS	5,220	5,940	-	5,220	12,032	5,460
DIFFERENCE	**-**	**-**	**-**	**-**	**642**	**-**

Attachment: 03-07-24 Elected Negotiations Counter Docs for BOS Ad Hoc (9698 : Elected Negotiations)

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

County of Colusa

Elected Department Head Salary Survey Report

Revised March 2024

Prepared by:

Kim Catacutan
Human Resources Consultant
Catacutan Consulting, LLC

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Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

INTRODUCTION

Colusa County engaged the services of Catacutan Consulting, LLC, to conduct a salary survey of their elected department heads. The primary goal of this project was to compare the base salaries of the County's six elected department heads to the relevant labor market, which consists of nine predetermined comparator counties: Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba.

The salary data for each comparator county was found online, including a review of their class specifications, salary schedules, budgets, and organizational charts. Colusa County's classifications were matched to the most similar classifications at the comparator counties. The comparator median was calculated for each classification because it is less likely to be affected by outliers and extreme values.

Elected department head classifications have 23 salary steps, and new employees are placed at step 6 when they start working with the County. For elected department head classifications, steps 1 and 6 were compared to the labor market minimum salary, and steps 6, 10, and 23 were compared to the labor market maximum salary. The incumbents' actual salaries on August 15, 2023, were also compared to the labor market minimum and maximum salaries.

All of the elected department head classifications are compensated for 37.5 hours per week, with the exception of the Sheriff/Coroner, which is compensated for 40 hours per week. For a 37.5-hour classification, there are typically three options to ensure that the survey compares apples to apples, so to speak, at the comparator agencies: (1) compare hourly salaries at all agencies; (2) if monthly or annual salaries are compared, convert the comparator salaries to 162.5 hours per month or 1950 hours per year; or (3) convert the County's salary to 173.33 hours per month or 2080 hours per year. This salary survey compared hourly salaries rather than monthly or annual salaries.

It should be noted that all of the comparator salaries appear to be based on a 40-hour work week. An FLSA-exempt, salaried employee is paid the same amount, whether they work 30 hours or 50 hours per week; therefore, an argument could be made to compare the monthly salaries, independent of the weekly working hours of the classification. That said, when other agencies include Colusa County in their salary surveys, they will likely account for the 37.5-hour work week displayed on the salary schedules. If the County expects employees in 37.5-hour classifications to work 40 hours per week, they should be categorized as 40-hour classifications.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

SALARY SURVEY RESULTS

Summary of Results

Below is a brief summary of the salary survey results for the elected department head classifications:

- At step 1, all six classifications are at or below the labor market minimum.
- At step 6, two of the six classifications are more than 10% below the labor market maximum:
    1. Sheriff/Coroner (-15.57%)
    2. Treasurer/Tax Collector (-24.91%)
- At step 15, none of the classifications are more than 10% below the labor market maximum.
- All elected department head classifications are significantly below the labor market minimum at step 1 and significantly above the labor market maximum at step 23.

On the tables in this report, green font means the County's salary is more than 10% above the labor market; red font means it is more than 10% below the labor market; and black font means it is within 10% of the labor market.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

Elected Department Head Salaries

The tables below show: (1) the percentage Colusa County's elected department head classifications are above or below the labor market at salary steps 1, 6, 10, 15, and 23; and (2) the percentage Colusa County's incumbents' salaries are above or below the labor market.

There is a clear pattern for all elected department head salary ranges: step 1 is significantly below the labor market minimum, and step 23 is significantly above the labor market maximum. For all elected department head classifications, there is only $2 to $3 per hour difference between the labor market median minimum and maximum salaries.

All elected department head incumbents, except Treasurer/Tax-Collector, have current actual salaries that are within 10% of the labor market maximum.

Classifications

Elected Department Head	Colusa Step 1: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Maximum	Colusa Step 10: % Above or Below Median Maximum	Colusa Step 15: % Above or Below Median Maximum	Colusa Step 23: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	-24.92%	-3.82	-6.44%	3.30%	16.89%	42.45%
AUDITOR/CONTROLLER	-21.10%	1.07	-2.98%	7.11%	21.20%	47.71%
COUNTY CLERK/RECORDER	-26.87%	-6.31	-9.03%	0.46%	13.68%	38.56%
DISTRICT ATTORNEY	-24.44%	-3.54	-3.54%	6.50%	20.51%	46.87%
SHERIFF/CORONER	-31.57%	-12.64	-15.57%	-6.79%	5.47%	28.54%
TREAS/TAX COLL-PUB GUARD	-39.67%	-22.87	-24.91%	-17.09%	-6.16%	14.38%

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

Incumbents

Elected Department Head	Median Minimum	Median Maximum	Incumbent: Actual Salary	Incumbent: % Above or Below Median Minimum	Incumbent: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$76.14	6.19%	3.29%
AUDITOR/CONTROLLER	$73.49	$76.56	$76.14	3.60%	-0.55%
COUNTY CLERK/RECORDER	$70.04	$72.13	$65.62	-6.30%	-9.02%
DISTRICT ATTORNEY	$95.71	$95.71	$92.32	-3.54%	-3.54%
SHERIFF/CORONER	$95.51	$98.83	$92.12	-3.55%	-6.79%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$102.44	43.19%	39.39%

Note: The maximum salary for the Treasurer/Tax Collector-Public Guardian classification is $84.06 at step 23 (as shown on pages 7 and 23). The incumbent has been in his position at Colusa County for almost 37 years and has received a salary increase each year, resulting his current salary of $102.44, which is 21.87% above step 23.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

OBSERVATIONS

Several observations were made throughout this salary survey:

1. The 23-step salary range is too broad. The County should consider reducing the salary ranges to six steps with 5% between each step.

2. Overall, the County's minimum salaries for elected department heads are too low. At step 1, all elected department head classifications are more than 20% below the labor market minimum. The County should consider increasing the minimum salaries for elected department head classifications.

3. All elected department head classifications are above the labor market at the top of their respective salary ranges. The County should consider ensuring that salary ranges are more in line with the labor market.

Appropriate salary ranges are typically determined by analyzing a variety of information, such as labor market data, internal equity and classification relationships, recruitment and retention challenges, the agency's ability to pay, and community acceptance of the salaries. The Human Resources Department, the County Administrative Office, and employee organizations collaborate, negotiate, and agree upon the salary ranges that are recommended to the Board of Supervisors for final approval.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

APPENDIX A: Salary Survey Summary

Colusa's Classifications: Percentage Salaries are Above or Below the Labor Market

For each elected department head classification, the table below shows the labor market median minimum and maximum hourly salaries, and the percentage Colusa County is above or below the labor market median at various salary steps (1, 6, 10, 15, and 23).

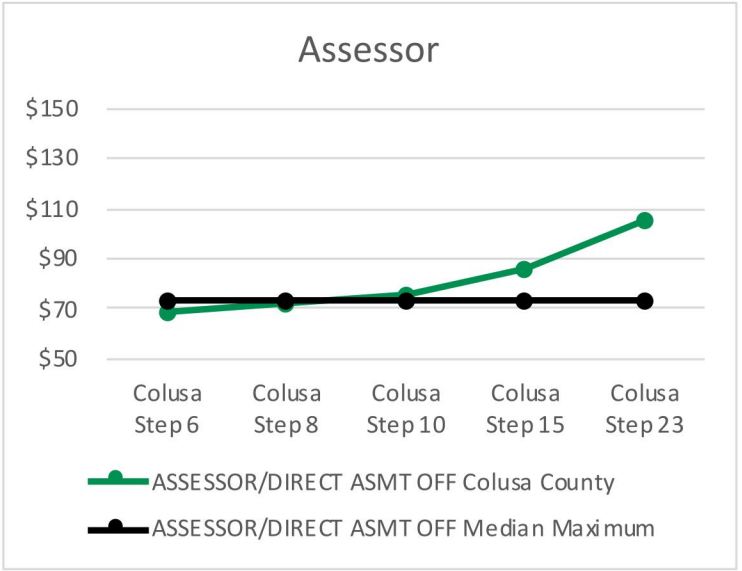
Department Head	Market Median		Step 1		Step 6		Step 10		Step 15		Step 23	
	Median Minimum	Median Maximum	Colusa Step 1	% +/- Median Minimum	Colusa Step 6	% +/- Median Maximum	Colusa Step 10	% +/- Median Maximum	Colusa Step 15	% +/- Median Maximum	Colusa Step 23	% +/- Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$53.83	-24.92%	$68.96	-6.44%	$76.14	3.30%	$86.16	16.89%	$105.00	42.45%
AUDITOR/CONTROLLER	$73.49	$76.56	$57.98	-21.10%	$74.28	-2.98%	$82.00	7.11%	$92.79	21.20%	$113.09	47.71%
COUNTY CLERK/RECORDER	$70.04	$72.13	$51.22	-26.87%	$65.62	-9.03%	$72.46	0.46%	$82.00	13.68%	$99.94	38.56%
DISTRICT ATTORNEY	$95.71	$95.71	$72.32	-24.44%	$92.32	-3.54%	$101.93	6.50%	$115.34	20.51%	$140.57	46.87%
SHERIFF/CORONER	$95.51	$98.83	$65.36	-31.57%	$83.44	-15.57%	$92.12	-6.79%	$104.24	5.47%	$127.04	28.54%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$43.16	-39.67%	$55.18	-24.91%	$60.93	-17.09%	$68.96	-6.16%	$84.06	14.38%

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

APPENDIX B: Salary Survey Details by Classification

Assessor/Director of Assessment Office

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Assessor	$73.71	$73.71
Butte	Assessor	$72.25	$81.77
Glenn	Assessor/Clerk/Recorder	$52.63	$63.97
Lake	Assessor/Recorder	$62.84	$62.84
Shasta	Assessor/Recorder	$78.43	$78.43
Sutter	County Assessor	$64.40	$74.06
Tehama	Assessor	$71.70	$71.70
Yolo	Assessor/Clerk/Recorder/Registrar of Voters	$98.98	$98.98
Yuba	Assessor	$69.21	$69.21
Colusa	**ASSESSOR/DIRECT ASMT OFF**	**$53.83**	**$105.00**
Comparator Median		$71.70	$73.71
% Colusa is +/- Median		-24.92%	42.45%
% Median is +/- Colusa		33.20%	-29.80%
Number of Matches		9	9
Rank in Market		9	1

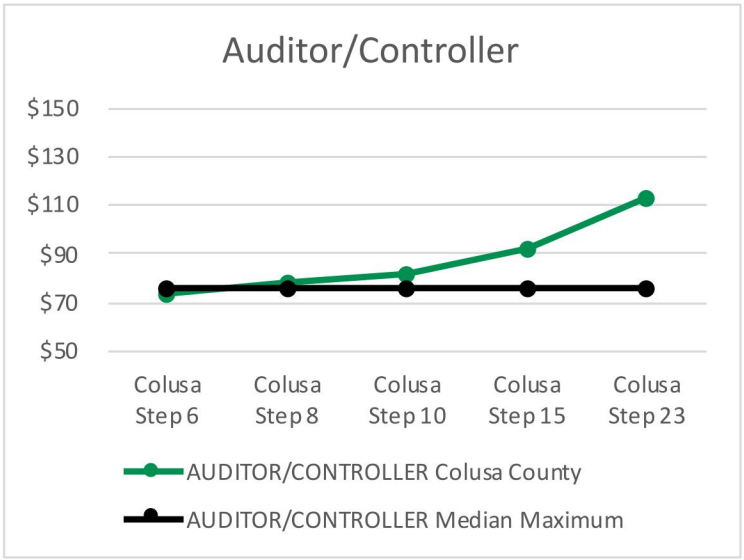


Note: If the Clerk, Recorder, or Registrar function is combined with another department, the match was made with the other department (e.g., Assessor or Auditor-Controller). If all four of the classifications above that include Clerk, Recorder, or Registrar were removed from the data, the median values and percentages would not change.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

Auditor-Controller

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Auditor	$73.71	$73.71
Butte	Auditor-Controller	$73.70	$83.41
Glenn	Director of Finance [1]	$63.00	$76.56
Lake	Auditor-Controller/County Clerk	$72.87	$72.87
Shasta	Auditor-Controller	$77.38	$77.38
Sutter	Auditor-Controller	$67.39	$77.50
Tehama	Auditor-Controller	$73.49	$73.49
Yolo	Chief Financial Officer [1]	$81.45	$99.00
Yuba	Auditor-Controller	$69.21	$69.21
Colusa	**AUDITOR/CONTROLLER**	**$57.98**	**$113.09**
Comparator Median		$73.49	$76.56
% Colusa is +/- Median		-21.10%	47.71%
% Median is +/- Colusa		26.75%	-32.30%
Number of Matches		9	9
Rank in Market		10	1

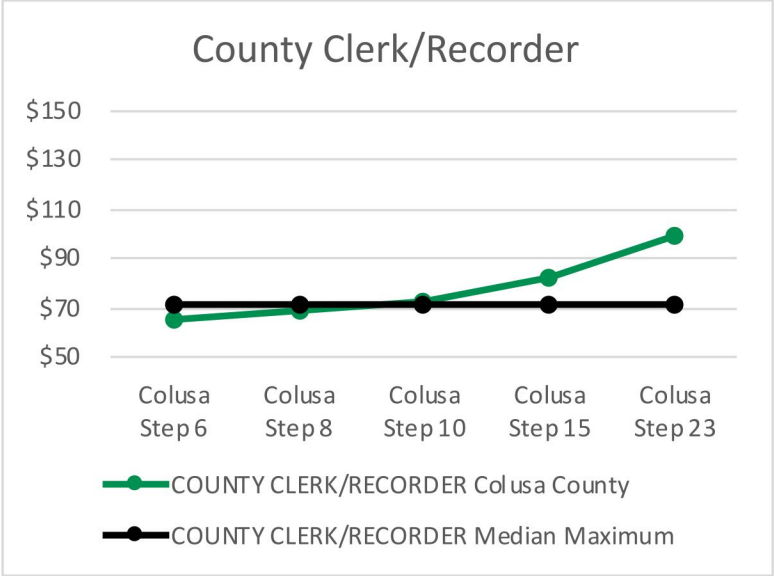


[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer are over their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller. If the classifications are removed from the data above, the minimum salary column would not change, and the median maximum salary would decrease to $73.71, placing Colusa County 53.43% above the median.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

County Clerk/Recorder

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Clerk-Recorder	$73.71	$73.71
Butte	Clerk-Recorder	$70.13	$79.37
Glenn	No match [1]	n/a	n/a
Lake	No match [2]	n/a	n/a
Shasta	County Clerk [3]	$70.56	$70.56
Sutter	County Clerk-Recorder	$63.64	$73.76
Tehama	Clerk and Recorder	$69.95	$69.95
Yolo	No match [4]	n/a	n/a
Yuba	County Clerk-Recorder	$69.21	$69.21
Colusa	**COUNTY CLERK/RECORDER**	**$51.22**	**$99.94**
Comparator Median		$70.04	$72.13
% Colusa is +/- Median		-26.87%	38.56%
% Median is +/- Colusa		36.74%	-27.83%
Number of Matches		6	6
Rank in Market		7	1

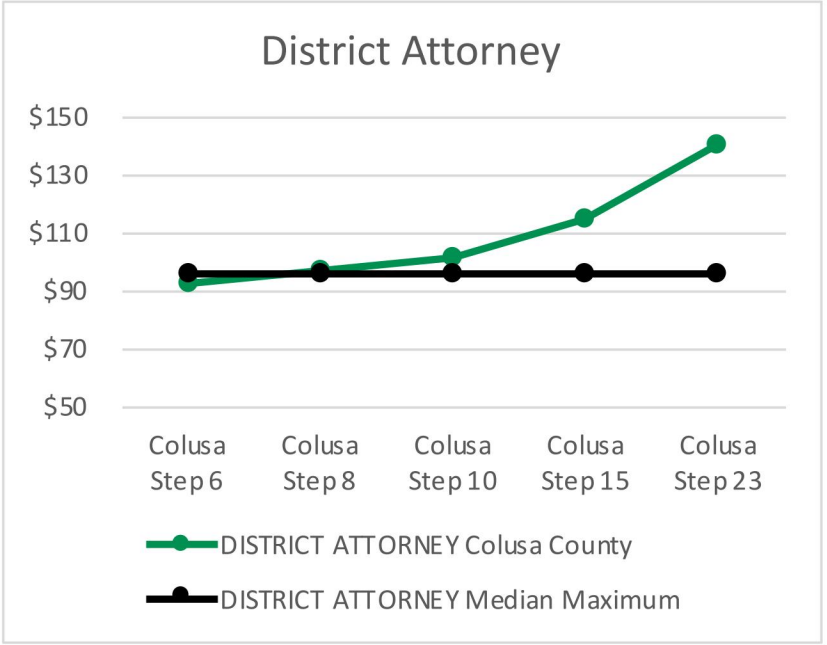


[1] Glenn County has an Assessor/Clerk/Recorder that was matched with Colusa County's Assessor classification. They have an Assistant Clerk-Recorder ($39.02-$47.42).
[2] Lake County has an Auditor-Controller/County Clerk that was matched with Colusa County's Auditor-Controller. They have a Registrar of Voters ($44.47-$54.05).
[3] Shasta County's Recorder function is combined with their Assessor.
[4] Yolo County has an Assessor/Clerk/Recorder/Registrar of Voters that was matched with Colusa County's Assessor.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

District Attorney

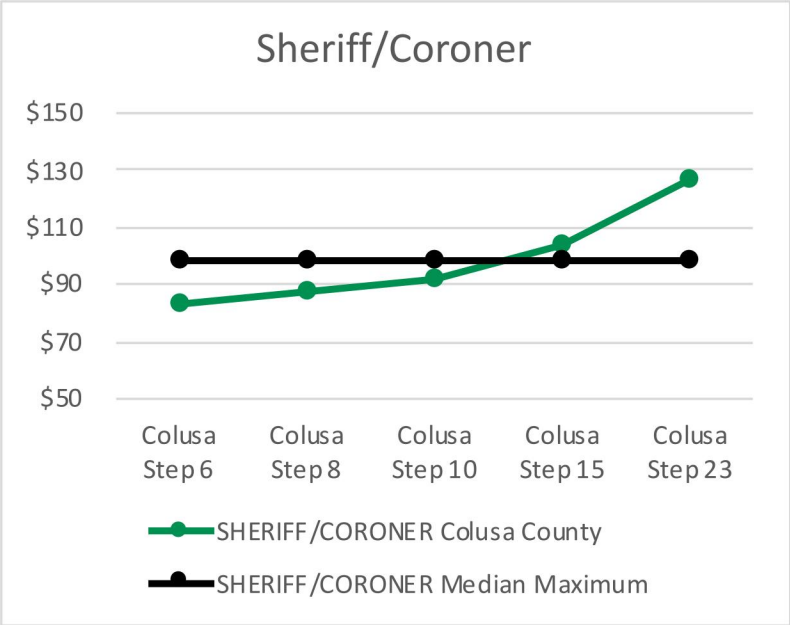
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	District Attorney	$85.04	$85.04
Butte	District Attorney	$99.34	$112.43
Glenn	District Attorney	$72.08	$87.60
Lake	District Attorney	$80.44	$80.44
Shasta	District Attorney	$103.32	$103.32
Sutter	District Attorney	$81.88	$94.16
Tehama	District Attorney	$101.30	$101.30
Yolo	District Attorney	$127.26	$127.26
Yuba	District Attorney	$95.71	$95.71
Colusa	**DISTRICT ATTORNEY**	**$72.32**	**$140.57**
Comparator Median		$95.71	$95.71
% Colusa is +/- Median		-24.44%	46.87%
% Median is +/- Colusa		32.34%	-31.91%
Number of Matches		9	9
Rank in Market		9	1



Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

Sheriff/Coroner

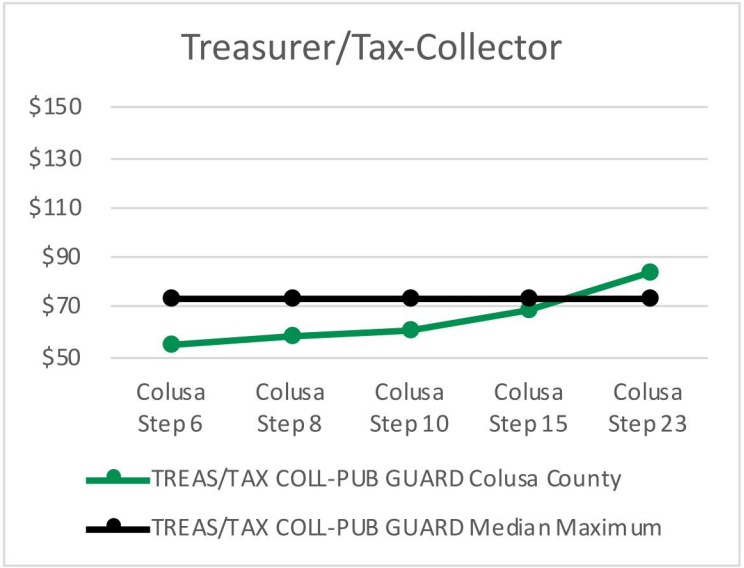
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Sheriff-Coroner	$88.15	$88.15
Butte	Sheriff-Coroner	$97.19	$109.99
Glenn	Sheriff/Coroner	$72.80	$88.48
Lake	Sheriff-Coroner	$80.44	$80.44
Shasta	Sheriff-Coroner	$104.05	$104.05
Sutter	Sheriff-Coroner	$95.51	$110.69
Tehama	Sheriff/Coroner	$98.83	$98.83
Yolo	Sheriff Coroner Public Administrator	$121.36	$121.36
Yuba	Sheriff-Coroner	$91.51	$91.51
Colusa	**SHERIFF/CORONER**	**$65.36**	**$127.04**
Comparator Median		$95.51	$98.83
% Colusa is +/- Median		-31.57%	28.54%
% Median is +/- Colusa		46.13%	-22.21%
Number of Matches		9	9
Rank in Market		10	1



Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

Treasurer/Tax Collector-Public Guardian

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Treasurer-Tax Collector	$73.71	$73.71
Butte	Treasurer-Tax Collector	$71.54	$80.96
Glenn	No match [1]	n/a	n/a
Lake	Treasurer-Tax Collector	$61.30	$61.30
Shasta	Treasurer-Tax Collector-Public Administrator	$77.21	$77.21
Sutter	Treasurer-Tax Collector	$61.65	$70.90
Tehama	Treasurer/Tax Collector	$73.49	$73.49
Yolo	No match [1]	n/a	n/a
Yuba	Treasurer-Tax Collector	$69.21	$69.21
Colusa	**TREAS/TAX COLL-PUB GUARD**	**$43.16**	**$84.06**
Comparator Median		$71.54	$73.49
% Colusa is +/- Median		-39.67%	14.38%
% Median is +/- Colusa		65.76%	-12.57%
Number of Matches		7	7
Rank in Market		8	1



[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer direct their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller.

Attachment: Final Report_Colusa County_Elected DH Salary Survey_3-5-24 (9698 : Elected Negotiations)

COUNTY OF COLUSA, CA

12.1

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS California Government Code section 54956.8 Property: 1500 E Street, Williams, CA (APN 05-201-032) Property owner: Williams School District Negotiators: County Administrative Officer and County Counsel Under negotiation: Price and Terms of Sale

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code section 54956.8
Property: 1500 E Street, Williams, CA (APN 05-201-032)
Property owner: Williams School District
Negotiators: County Administrative Officer and County Counsel
Under negotiation: Price and Terms of Sale

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

12.2

Request For County Board of Supervisors Action

MEETING DATE: March 12, 2024

DEPARTMENT: County Counsel

FROM: Jennifer Sutton

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), Semon v. County of Colusa, Colusa County Superior Court Case No. CV24391

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk