Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II
Kent S. Boes, District III
Gary J. Evans, District IV, Chair
Denise J. Carter, 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
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
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www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

March 2, 2021

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: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:.

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978** **(Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

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.

If you are attending via teleconference and would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking**. *Remember to unmute your phone to speak.*

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of February 16, 2021 Closed Session
- Announcement of Closed Session

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
1. Update on the COVID-19 Pandemic.

II. 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 11.

1. BOARD OF SUPERVISORS
Approve the February 16, 2021 Board of Supervisors meeting minutes.

2. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve the California Emergency Solutions and Housing Grant Sub-recipient Agreement with **Glenn County** and authorize County Administrative Officer to sign.

3. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Sub-recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective August 26, 2020 and authorize County Administrative Officer to sign the agreement and Exhibit D.

4. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT
Approve 1st Modification to **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system.

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Amendment to Memorandum of Understanding with **Glenn County Community Action Department** to share the cost of services performed by CAD Housing Program Manager and authorize CAO to sign.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Aurora Behavioral Healthcare - Santa Rosa** to provide County with mental health services, effective October 1, 2020.

7. HUMAN RESOURCES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

8. PUBLIC WORKS/AIRPORT
Approve assignment of County Contract No. C20-049 with Reinard W. Brandley Consulting for Airport Consulting services to **Brandley Engineering, Inc.**

9. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD DEPARTMENT
Approve assignment of County Contract No. C19-137 with David M. McCullough Excavating for Construction Rental Equipment With Operator to **McCullough Excavating, LLC.**

10. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD DEPARTMENT
Approve assignment of County Contract No. C19-142 with David M. McCullough Excavating for Construction Rental Equipment Without Operator to **McCullough Excavating, LLC.**

11. SHERIFF/HOMELAND SECURITY-LAWENFC/OES
Adopt Resolution authorizing Sheriff/OES Director or his designee to sign grant application documents, receive and expend funds outlined in spending plan for ongoing State Homeland Security Grant Program.

END OF CONSENT AGENDA

IV. AUDITOR
1. Approve Special Claims.

V. COUNTY ADMINISTRATIVE OFFICE
1. Approve a Letter to Senator Talamantes-Eggman and Assemby Member Arambula in support of the IHSS collective bargaining budget proposal cosponsored by CSAC, RCRC, CAPA, CWDA, UCC, UDW/AFSCME Local 3930 and SEIU California, and authorize the Chair to sign.

COUNTY ADMINISTRATIVE OFFICE/HEALTH DEPARTMENT
2. Approve agreement with the **44th District Agricultural Association** for rent of Atwood Hall commencing March 2, 2021 through September 30, 2021 and authorize County Administrator to sign.

VI. BOARD OF SUPERVISORS
1. Adopt Resolution Recognizing that California's Blueprint for a Safer Economy and Vaccine Allocation Formulas and Guidelines Provide a One-Size-Fits-All Approach to Reopening Communities that is Detrimental to Rural Jurisdictions.

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

IX. CLOSED SESSION/COUNTY COUNSEL
1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

2. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer.

9:30 a.m. PUBLIC HEARING
COMMUNITY DEVELOPMENT/PLANNING & BUILDING

1. Public Hearing and adoption, by title only, of a proposed Ordinance amending certain Industrial Hemp provisions (including adding Industrial Hemp cultivation in the Upland Conservation (U-C) zoning district) of Section 11-8 of Chapter 11of the Colusa County Code.

10:00 a.m. HUMAN RESOURCES/MILESTONE RECOGNITION

1. Employee Recognition Presentation honoring County employees reaching milestone years of service for the County of Colusa between July 1, 2020 and December 31, 2020.

ADJOURN

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.

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 **1.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Patricia Rodriguez**
SUBJECT:	**COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

Dr. Burt or staff will provide the Board with an update on the Pandemic.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Approve the February 16, 2021 Board of Supervisors meeting minutes**

Approve the February 16, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Print out and have Chair sign then distribute accordingly and upload into MinuteTraq and County website. Close meeting date in MinuteTraq. Add to Laserfiche

ATTACHMENTS:

- 02-16-21 Minutes (PDF)

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



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

February 16, 2021

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 16th day of February 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, Denise J. Carter, J. Merced Corona, and Gary J. Evans.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Casey Ryan, Ag Commissioner's Office.
Denise Conrado, Colusa City Council.
John Loudon, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Terry Rooney, Bonnie Briscoe, Behavioral Health.
Mark LoRusso, Ryan, LLC.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

ANNOUNCEMENT OF CLOSED SESSION

Mr. Kropf announces Closed Session as follows:

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

1. LIABILITY CLAIM
California Government Code section 54956.95.
Claimant: Fire Insurance Exchange/Steven McAllister

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

Ms. Tyler states a matter arose after the posting of the February 16, 2021 Agenda, under California Government Code 54952.6 Real Estate Negotiations for building located at 2967 Davison Court in Colusa, Ca. Negotiation: License agreement Terms and Price of Payment.

Find that a matter arose after the posting of the February 16, 2021 Agenda regarding Government Code 54952.6 Real Estate Negotiations for building located at 2967 Davison Court in Colusa, Ca. Negotiation: License agreement Terms and Price of Payment. Further, the item will be placed on the Agenda as No. 3 under Closed Session.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Carter
AYES:	Boes, Smith, Evans, Corona, Carter

ANNOUNCEMENT OF FEBRUARY 2, 2021 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa, et. al.,* Colusa County Superior Court case No. CV24391. Counsel states there is no reportable action.

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly and Ms. Tyler.

II. STAFF REPORTS

Ms. Church announces the following individuals received Kudo cards for the month of December and January as follows:

Cards received for December were as follows:

Employee	Department
Jaime Moreno	CAO - Maintenance
Zahid Ali	CAO - Maintenance
Celia Su	Clerk - Recorder
Jackie Olivares	Clerk - Recorder
Morissa Lobato	Clerk - Recorder
Yvonne Mayberry	Clerk - Recorder

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Cards received for January were as follows:

Employee	Department
Holly Gallagher	Auditor
Angelika Terry	Auditor
Jose Ramirez	BHS
Andrew Patterson	CAO - IT
Benny Strickland	CAO - IT
Doris Gomez	DHHS
Lisa McDermott	DHHS
Gabrielle Ortiz	Probation
Kim Oliva	Probation
Robbi Lawson	Probation
Samantha Orozco	Probation

The card selected for a $25.00 gift certificate to a Colusa County vendor for December was Zahid Ali and for January was Gabriel Ortiz.

Ms. Tyler provides an update on the jail project.

CONSENT AGENDA

Chair Evans makes time for the approval of Consent Agenda Item No.'s 1 through 14.

Supervisor Boes requests Item No.'s 13 and 14 be pulled and considered separately.

Chair Evans so directs.

Approve Consent Agenda Items No.'s 1through 12.

1. BOARD OF SUPERVISORS
Approve the February 2, 2021 Board of Supervisors meeting minutes.

2. TREASURER
Accept January 2021 Treasury Monthly Investment Report as presented.

3. APPOINTMENT/FISH & GAME COMMISSION
Reappoint David Kalfsbeek (Dist. 3) and Harry Petersen (Dist. 4) to the Colusa County Fish and Game Commission effective January 4, 2021 through January 6, 2025. Further, correct District I and 5 terms to coincide with their District Supervisor terms. (**Applications Received:** David Kalfsbeek and Harry Peterson)

4. AG COMMISSIONER
Approve Contract No. **C21-021**, Standard Agreement (Number 20-0968-000-SA) with the **California Department of Food and Agriculture** for noxious weed control and abatement, effective January 15, 2021.

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

5. BEHAVIORAL HEALTH

Approve Contract No. **C21-022**, Sub-Agreement with **Glenn County**, through its Colusa-Glenn-Trinity Community Action Partnership for the Distribution of California Emergency Solutions and Housing Grant (CESH), effective May 29, 2020.

6. PURCHASING AND PROCUREMENT/IT

Approve Contract No. **C21-023**, second modification to **Frontier Communications** contract C14-049 to upgrade network services , effective January 1, 2021, and authorize Purchasing Agent to sign all necessary documents.

7. PURCHASING AND PROCUREMENT/AIRPORT

Adopt plans, specifications and working details for Request for Bids to crack fill, slurry seal and re-mark Runway 13-31 located at the Colusa County Airport, 2915 Highway 20, Colusa, CA.

8. PUBLIC WORKS/ROAD DEPARTMENT

Ratify Contract No. **C21-024**, Change Order No.'s 1 and 2 with **Teichert Construction** for construction on Hillgate Road.

9. SHERIFF

Approve Contract No. **C21-025**, Cooperative Law Enforcement agreement No. 21-LE-11051360-013, between the County through its Sheriff's Office and the **USDA, Forest Service Mendocino National Forest**, subject to subsequent Board approval of exhibits to the Agreement.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C21-026**, Fifth Modification to Contract C16-197 with **Restpadd Inc.** for hospital-based psychiatric inpatient services, effective January 1, 2021.

11. APPOINTMENT/PRINCETON CEMETERY DISTRICT

Reappoint Marie Clare to the Princeton Cemetery District effective January 10, 2021 through January 9, 2025. **(Application received: Marie Clare**)

12. HUMAN RESOURCES/PERSONNEL

Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Corona
AYES:	Boes, Smith, Evans, Corona, Carter

Chair Evans makes time for Consent Item No. 13.

13. PURCHASING AND PROCUREMENT

Approve Open-End (Equity) Lease Rate Quote numbers: 4895151, 4895153, 4895202, 4895266, 4895287 and 4895298 with Enterprise Fleet Management for 6 vehicles for the Behavioral Health Department, and authorize Purchasing Agent to sign

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Comments received by Ms. Tyler, Ms. Kelly, Mr. Rooney, and Ms. Briscoe.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Carter
SECONDER:	Boes
AYES:	Boes, Evans, Carter
NO:	Smith, Corona

Chair Evans makes time for Consent Item No. 14.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Adopt **Resolution No. 21-007** declaring seven vehicles from the Behavioral Health Department as surplus county property and authorize the Purchasing Agent to dispose of same.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Carter
AYES:	Boes, Smith, Evans, Corona, Carter

IV. HUMAN RESOURCES/DISTRICT ATTORNEY

1. Approve a Step 6 appointment for Nathan Hutson, District Attorney Investigator, PFT, DSS Range 27, Step 6, $6,607 per month, conditioned upon successful background check completion and effective his date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Smith
AYES:	Boes, Smith, Evans, Corona, Carter

2. Adopt amended Policy No. 308 - Medical and Family Leave Policy, effective January 1, 2021.

Comments received by Ms. Church.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Corona
AYES:	Boes, Smith, Evans, Corona, Carter

V. AUDITOR

1. Approve Special Claims.

There are no special claims.

VI. AG COMMISSION/AIR POLLUTION CONTROL

Chair Evans declares a recess at 9:47 a.m. and states that they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts,
CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human
Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Casey Ryan, Ag Commissioner's Office.
Denise Conrado, Colusa City Council.
John Loudon, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Terry Rooney, Bonnie Briscoe, Behavioral Health.
Mark LoRusso, Ryan, LLC.

9:47 a.m. Supervisor Carter recuses herself and leaves the room.

1. **SITTING AS THE AIR POLLUTION CONTROL DISTRICT**

Adopt **Resolution No. 21-008** of the Governing Board of the Colusa County Air Pollution Control District Approving and Authorizing the Application to Administer The Carl Moyer Program and the Moyer Rural Assistance Program.

Comments received by Ms. Allen and Mr. Ryan.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Boes
AYES:	Boes, Smith, Evans, Corona
ABSENT:	Carter

Chair Evans adjourns as the Colusa County Air Pollution Control District at 9:50 a.m. and states that they are now sitting as the Board of Equalization with all Directors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts,
CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human
Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Casey Ryan, Ag Commissioner's Office.
Denise Conrado, Colusa City Council.

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

John Loudon, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Terry Rooney, Bonnie Briscoe, Behavioral Health.
Mark LoRusso, Ryan, LLC.

9:51 a.m. Chair Carter rejoins the session and is now seated.

VII. ASSESSOR

1. **SITTING AS THE BOARD OF EQUALIZATION**

Approve Stipulation Agreements with Remsun LLC for changed valuation in property assessment for Application No.'s 21-02, year 17/18; 21-03, year 18/19; and 21-04, year 20/21.

Comments received by Mr. Gross.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Smith
AYES:	Boes, Smith, Evans, Corona, Carter

2. **SITTING AS THE BOARD OF EQUALIZATION**

Approve applicant Olam Tomato Processing Inc.'s second request for a continuance of the Assessment Appeal Hearing scheduled for March 2, 2021 under Application No. 20-06, APN 017-090-062-000, and continue hearing to the June 8, 2021 meeting.

Comments received by Mr. Gross.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Boes, Smith, Evans, Corona, Carter

Chair Evans adjourns as the Board of Equalization at 10:00 a.m. and states that they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts,
CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human
Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Casey Ryan, Ag Commissioner's Office.

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Denise Conrado, Colusa City Council.
John Loudon, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Terry Rooney, Bonnie Briscoe, Behavioral Health.
Mark LoRusso, Ryan, LLC.

VIII. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Adopt **Ordinance No. 812** amending Section 11-7.7 of Chapter 11 of the Colusa County Code extending the February 22, 2021 expiration date by one year to February 22, 2022.

Comments received by Mr. Plucker.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Carter
AYES:	Boes, Smith, Evans, Corona, Carter

2. Introduction, by title only, of a proposed Ordinance that would add Industrial Hemp Cultivation in the Upland Conservation (U-C) zoning district. Further, direct staff to review Upland Conservation zoning.

Comments received by Mr. Plucker.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Boes
AYES:	Boes, Smith, Evans, Corona, Carter

IX. BOARD OF SUPERVISORS/APPOINTMENT/REGIONAL HOUSING AUTHORITY

1. Appoint John Loudon to serve a 4-year term as Commissioner on the Regional Housing Authority effective January 31, 2021 through January 30, 2025. **(Applications Received: John Loudon)**

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Carter
AYES:	Boes, Smith, Evans, Corona, Carter

2. Discussion and possible direction to staff concerning renaming of Lone Star Road.

Comments received by Ms. Tyler, Ms. Kelly, and Ms. Meeker. Letter received by Mr. Green. **(Letter on file in Clerk's Office)**

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Supervisors' Boes and Corona will speak with the County Veterans Service Officer to discuss ideas.

Chair Evans declares a recess at 10:32 a.m. and reconvenes at 10:40 a.m. with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts,
CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human
Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Casey Ryan, Ag Commissioner's Office.
Denise Conrado, Colusa City Council.
John Loudon, Colusa citizen.
Susan Meeker, Pioneer Review.

Present via Teleconference: Terry Rooney, Bonnie Briscoe, Behavioral Health.
Mark LoRusso, Ryan, LLC.

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes
Meetings/functions attended:
COVID Briefing
CSAC Rural Caucus
Williams Broadband meeting
LAFCo meeting
CSAC Board of Directors meeting

Supervisor Smith
Meetings/functions attended:
COVID Briefing
CCP/One Stop meeting
Behavioral Health Board meeting
Rotary meeting
Citizen calls

Supervisor Carter
Meetings/functions attended:
CSAC Rural Caucus meeting
CSAC Rural Caucus COVID working group
LAFCo meeting
Sac Valley Basinwide Air Pollution Control Council
COVID Briefing
RCRC Board of Directors meeting

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

RCRC Executive Committee meeting
4-H Presentation Day judge
Colusa Farm Show Virtual Breakfast
Tri-Counties Juvenile Detention Facility Groundbreaking

Supervisor Corona
Meetings/functions attended:
COVID Briefing
LAFCo meeting
Tri Counties Juvenile Detention Facility Groundbreaking
Meeting with CAO

Supervisor Evans
Meetings/functions attended:
COVID Briefing
Sites meetings
Agenda Review

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Chair Evans states that those concerned about 2nd Amendment rights should follow HR 127.

XII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 20/21 Intra Budget Adjustment No.'s: B-21008 - B-21012; B21016-B21021.

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Boes
AYES:	Boes, Smith, Evans, Corona, Carter

2. Approve FY 20/21 Revenue and Appropriations Inter-Budget Adjustments No.'s 008-020. **(4/5 vote required)**

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Smith
AYES:	Boes, Smith, Evans, Corona, Carter

3. Review FY 2020-21 County Budget at mid-year and discuss FY 2021-22 budget preparation.

Comments received by Ms. Tyler and Ms. Moore.

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

Chair Evans declares a recess at 11:26 a.m. to convene in Closed Session.

XIII. CLOSED SESSION/COUNTY COUNSEL

1. LIABILITY CLAIM
California Government Code section 54956.95.
Claimant: Fire Insurance Exchange/Steven McAllister

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

3. REAL ESTATE NEGOTIATIONS
California Government Code 54952.6

Chair Evans adjourned the meeting at 12:43 a.m. to reconvene in Regular Session on March 2, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 02-16-21 Minutes (6407 : Approve the February 16, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Annie Mitchell**
SUBJECT:	**California Emergency Solutions and Housing Grant Sub-recipient Agreement with Glenn County**

Approve the California Emergency Solutions and Housing Grant Sub-recipient Agreement with **Glenn County** and authorize County Administrative Officer to sign.

Detailed Description/Background of request

Glenn County, through its Community Action Department (CAD), applied for California Emergency Solutions and Housing Grant (CESH) funding on behalf of the Colusa County Department of Health and Human Services (DHHS) for the purpose of funding eligible activities relating to homelessness through the Dos Rios Continuum of Care.

Colusa County was awarded $71,868.00 for the term of May 29, 2020 through May 29, 2025.

Funding will be utilized to provide rental assistance, operating support, system support, housing relocation and stabilization services to individuals experiencing homelessness

Prior Board Action

None

Fiscal Impact/Funding Source

These funds were awarded by the California Department of Housing and Community Development (HCD). No fiscal impact to the county.

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign two copies of the sub-agreement and Exhibit D. Please mail these documents to:

Glenn County Community Action Department

Attn: Kendall Wilson

125 E. Walker Street

Orland, CA 95963

ATTACHMENTS:

- CESH Grant Sub-agreement 1960 (PDF)

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19-CESH-12978- CAD1960

CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH) GRANT SUB-RECIPIENT AGREEMENT BETWEEN GLENN COUNTY, THROUGH ITS COMMUNITY ACTION DEPARTMENT, AND THE COUNTY OF COLUSA, THROUGH ITS DEPARTMENT OF HEALTH & HUMAN SERVICES

1. This Agreement is entered into between the Contracting Agency and the Subrecipient named below:	
CONTRACTING AGENCY NAME: **Glenn County Community Action Department**	
SUBRECIPIENT'S NAME: **Colusa County Department of Health & Human Services**	
2. The term of this Agreement is:	
START DATE: **May 29, 2020**	THROUGH END DATE: **May 29, 2025**
3. The maximum amount of this Agreement is: **$ 71,868.00**	
4. The parties agree to comply with the terms and conditions of the following exhibits, which are hereby attached and incorporated here within.	

EXHIBITS	TITLE	PAGE
Exhibit A	Authority, Purpose, and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	5
Exhibit D	Vendor Assurance of Compliance	17
	TOTAL NUMBER OF PAGES INCLUDED	17

In witness whereof, this agreement has been executed by the parties hereto:

COLUSA COUNTY, DEPARTMENT OF HEALTH & HUMAN SERVICES (SUBRECIPIENT):

Wendy G. Tyler, County Administrative Officer — Date

GLENN COUNTY COMMUNITY ACTION DEPARTMENT (CONTRACTING AGENCY):

Christine Zoppi, Community Action Department Director — Date

Scott H De Moss — 12/4/2020 | 1:42 PM PST

Scott H. De Moss, County Administrative Officer
Glenn County, California — Date

APPROVED AS TO FORM:

William J. Vanasek

William J. Vanasek, County Counsel
County of Glenn, California

Glenn County Community Action Department:
- ☐ Approved by Admin Manager CMM
- ☐ Approved by Fiscal Manager RR
- ☐ Approved by Program Manager JK

Reviewed by:
- ☐ Department of Finance HM

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). The California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated March 21, 2019, as amended from time to time (the "NOFA").

This Agreement along with all its exhibits (the "Agreement") is entered into under the authority of, and in furtherance of the purpose of the Program, pursuant to Health and Safety Code, Section 50490, and governs the administration of the Program. Terms not otherwise defined here shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

2. Purpose

In accordance with the authorities cited above, an application by Glenn County, through its Community Action Department ("Contracting Agency"), was made to HCD for the purpose of funding eligible activities relating to homelessness within the Dos Rios Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490.

By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Subrecipient hereby agrees to comply with all the requirements of the CESH program, and the requirements of the authorities cited above.

3. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness.
B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.
D. Operating support for emergency housing interventions, including, but not limited to, the following:

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

i Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

ii Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

iii Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.

E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.

F. Development or updating of a CES, if the COC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section ll.E.3.A of the NOFA.

G. Development of a plan addressing actions to be taken within the COC service area if no such plan exists.

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Subrecipient has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation, and Stabilization Services	$68,368.00
General Administration	$ 3,500.00
TOTAL AWARD AMOUNT	**$71,858.00**

2. Invoicing and Payments

A. Subrecipient shall submit invoices for actual services rendered during the preceding month. The final invoice of each fiscal year is due by June 10th. 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 Contracting Agency 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.

B. Invoice(s) may be submitted by email to: gccad@countyofglenn.net or by mail to:

Glenn County Community Action Department
Attn: Administration/ Fiscal
125 E Walker Street
Orland, CA 95963

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective on May 29, 2020 (such date, the "Effective Date").
B. This Agreement shall terminate on May 29, 2025 (such date, the "Expiration Date").
C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline"). The Expenditure Deadline for this Agreement is February 28, 2025.
D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered.

2. Program Reporting

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Subrecipient shall submit an annual report to the Contracting Agency by July 1 of each year that reports all activities from the previous fiscal year (7/1 – 6/30).
B. The annual expenditure report shall contain a detailed report which must include, at a minimum:
    i Projected performance measures;
    ii Contract expenditures;
    iii Progress on the following performance measures:
        a The number of homeless persons served;
        b The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
        c The number of homeless persons exiting the program or project to permanent housing; and,
        d The number of persons that return to homelessness after exiting the program or project.
C. The Contracting Agency is responsible for the completion of audits and all costs of preparing audits.
D. The Contracting Agency will monitor the performance of the Subrecipient against goals and performance standards that include timely expenditure of funds. Substandard performance as determined by the Contracting Agency will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken within a reasonable period of time after being notified by the Contracting Agency, termination procedures could result in redistribution of grant funds to other performing Subrecipients.

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3. Use of Homeless Management Information System

Subrecipient shall enter all client-level data into the Dos Rios Homeless Management Information System ("HMIS") as required by the HMIS Lead Agency, Glenn County Community Action Department. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with Glenn County Community Action Department 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 Contracting Agency.

4. Notices

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 Subrecipient in accordance with this section:

If to the Contracting Agency:

Administration
Glenn County Community Action Department
125 E Walker Street
Orland, CA 95963
Telephone: (530) 934-1443

Invoice may be submitted by email to:
gccad@countyofglenn.net

If to Subrecipient:

Elizabeth Kelly, Director
County of Colusa, Department of Health & Human Services
251 E. Webster Street
Colusa, CA 95932
Telephone: (530) 458-0285
ekelly@colusadhhs.org

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

5. 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 Contracting Agency for any purpose whatsoever. Contracting Agency shall have no right to and shall not control the manner or prescribe the method by which the services are performed by Subrecipient

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

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herein. 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 Contracting Agency 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 Contracting Agency 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 Contracting Agency and hold Contracting Agency 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 Contracting Agency 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.

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 Contracting Agency), indemnify and hold harmless the Contracting Agency, the County of Glenn, it's 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 Subrecipients 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.

6. Authority of Subrecipient

Subrecipient shall possess no authority with respect to any Contracting Agency decision.

7. Termination

A. The Contracting Agency may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Subrecipient. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Contracting Agency, any unexpended funds received by the Subrecipient shall be returned to the Contracting Agency within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California,

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or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Contracting Agency has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

8. Subcontracting and Assignment

Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior consent of the Contracting Agency.

9. 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 Contracting agency as they are produced and shall be delivered to the Contracting agency 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 Contracting agency. Upon reasonable notice, Contracting Agency 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.

10. Indemnification

To the fullest extent permitted by law, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the County of Glenn, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Subrecipient or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Subrecipients 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 negligence, recklessness, or willful misconduct of Subrecipient, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Subrecipient shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Subrecipient's negligence, recklessness, or willful misconduct.

11. Insurance

A. Insurance Requirements: Without limiting Subrecipient's indemnification of the Contracting Agency, Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or 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 sub-contractors. At the very least, Subrecipient shall maintain the insurance coverage, limits of coverage and

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other insurance requirements as described below

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Subrecipient shall furnish to the Contracting Agency certificates of insurance. All certificates of insurance are to be received and approved by the Contracting Agency before work under this Agreement has begun. The Contracting Agency reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Subrecipient agrees to notify Contracting Agency within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Contracting Agency. At the option of the Contracting Agency, either the Subrecipient shall reduce or eliminate such deductibles or self-insured retentions, with respect to the Contracting Agency, its officers, officials, employees and volunteers, or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

General Liability: General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Subrecipient or Subrecipient's insurance carrier shall notify Contracting Agency if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Subrecipient to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

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i Such insurance shall include Contracting Agency, the County of Glenn, its elected officials, officers, and employees as additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to Contracting Agency. Subrecipient shall provide Contracting Agency with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company for underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Subrecipient has employees, he/she shall obtain and maintain continuously workers compensation insurance to cover Subrecipient and Subrecipient's employees and partners.

ii All endorsements are to be received and approved by the Contracting Agency before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

iii Unless otherwise agreed by the parties, Subrecipient shall cause all of its subcontractors to maintain the insurance coverages specified in this insurance section and name Subrecipient as an additional insured on all such coverages. Evidence thereof shall be furnished as Contracting Agency may reasonably request.

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

12. Professional Services

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 here in; acknowledges that the Contracting Agency is relying on the Subrecipient's qualifications to perform the services in a professional manner; and agrees that the Contracting Agency'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 the Contracting Agency expressly agrees otherwise in writing. Subrecipient certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov).

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 Exhibit B may be reduced to account for any such nonperformance.

13. Responsibilities of Subrecipient

A. Subrecipient has submitted an Application for a grant and Contracting Agency is entering into this agreement based on, and in substantial reliance upon, Subrecipient's facts, information, assertions and representations contained in the Application for funding. Any future modifications to the Application are to be approved by the Contracting Agency and

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hereby incorporated into this Agreement.

B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Subrecipient's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Contracting Agency's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then Contracting Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

C. Grant funds awarded to the Subrecipient and expended by Subrecipient shall be used for the eligible activities as required by the CESH Statutes. The following additional limitations or requirements shall apply: Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

D. Contracting Agency or their subrecipients must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, Title 25, sections 1-6. A Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

E. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section ll.B.4.C of the NOFA, a Subrecipient that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness..

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

G. The Subrecipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contracting Agency, its Subrecipients, and any other Grant Activity.

H. The Subrecipient shall notify the Contracting Agency immediately of any claim or action undertaken by or against it, which affect or may affect this Agreement or the Contracting Agency and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Contracting Agency.

14. Publication of Documents and Data

Subrecipient may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the Contracting Agency. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the Contracting Agency or Subrecipient.

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15. Employment Practices

Subrecipient, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Subrecipient agrees to sign the Vendors Assurance of Compliance attached hereto as Exhibit D and made a part hereof by this reference.

16. 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.

17. Prevailing Wages

To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Subrecipient shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Subrecipient fails to do so, Subrecipient shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

18. Conflict with Laws or Regulations/Severability

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.

19. 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.

20. Amendments

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

21. Entire Agreement

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This Agreement, constitutes the entire Agreement between the parties for the provision of services to Contracting Agency by Subrecipient and supersedes all prior oral and written agreements and communications.

22. Successors and Assigns

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

23. 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.

24. Confidentiality/Privacy

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.
B. To the extent that the work under this Agreement requires the Subrecipient to have access to PII, the Subrecipient shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Subrecipient agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Agency, in writing. If and when Subrecipient becomes aware of, or should reasonably have been aware of a breach of PII, Subrecipient shall notify Contracting Agency within two (2) business days.

25. Non-Exclusive Agreement

Subrecipient understands that this is not an exclusive agreement, and Contracting Agency shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subrecipient, or to perform such services with Contracting Agency's own forces.

26. 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 and effect as manual signatures. Electronic signature means an electronic sound, symbol, or

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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.

27. Special Conditions-Contractors and Subrecipients

The Subrecipient agrees to comply with all conditions of this Agreement. These conditions shall be met to the satisfaction of Contracting Agency prior to disbursement of funds. The Contracting Agency shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contracting Agency shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

28. Retention and Inspection of Records

A. The Subrecipient is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the Contracting Agency, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
B. The Subrecipient agrees that the Contracting Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subrecipient agrees to provide the Contracting Agency, or its designee, with any relevant information requested. The Subrecipient agrees to permit the Contracting Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
C. The Subrecipient further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
    i If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
    ii The Subrecipient also agrees to include in any contract that it enters into in an amount exceeding $10,000, the Contracting Agency's right to audit the Subrecipient's records and interview their employees. The Subrecipient shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

DocuSign Envelope ID: B040A0C7-E6F3-48CE-8B72-03FD96D62E05

D. The determination by HCD of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
E. The Subrecipient shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

29. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Contracting Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subrecipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Contracting Agency to enforce these provisions.

30. Relocation

Subrecipient shall comply with all requirements of applicable California relocation law (Gov. Code, S 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, S 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

31. Breach and Remedies

The following shall each constitute a breach of this Agreement:

A. Subrecipient's failure to comply with the terms of this Agreement.
B. Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
C. Any failure to comply with the deadlines set forth in this Agreement.
D. In addition to any other remedies that may be available to the Contracting Agency in law or equity for breach of this Agreement, the Contracting Agency may:
   i Require the return of any unexpended CESH funds disbursed under this Agreement;
   ii Require repayment of CESH funds disbursed and expended under this agreement;
   iii Require the immediate return to the Contracting Agency of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
   iv Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,
   v Seek such other remedies as may be available under the relevant agreement or any law.
E. All remedies available to the Contracting Agency are cumulative and not exclusive and shall survive the expiration date of the contract.
F. The Contracting Agency may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

DocuSign Envelope ID: B040A0C7-E6F3-48CE-8B72-03FD96D62E05

EXHIBIT D

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH THE COUNTY OF GLENN, THROUGH ITS COMMUNITY ACTION DEPARTMENT, NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF SUBRECIPIENT: County of Colusa, Department of Health and Human Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____

Date Wendy G. Tyler, County Administrative Officer

Vendor Assurance of Compliance (8/13/01)

Attachment: CESH Grant Sub-agreement 1960 (6379 : CESH Grant Sub-Recipient Agreement Between Glenn and Colusa Counties)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Department of Housing and Community Development Emergency Solutions Grant Sub-recipient Agreement with Glenn County**

Approve Sub-recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective August 26, 2020 and authorize County Administrative Officer to sign the agreement and Exhibit D.

lDetailed Description/Background of request

The Department of Housing and Community Development Emergency Solutions Grant Sub-recipient Agreement between Glenn County and Colusa County is for the purpose of distributing the Emergency Solutions Grant 2019 funding.

Colusa County Department of Health and Human Services was awarded $27,595 for the term of August 26, 2020 through January 22, 2022.

Funds will be used to provide rental assistance, housing relocation, legal services, credit repair, utility payments, assistance with moving costs, and/or other activities that are effective at stabilizing individuals and families experiencing homelessness

Prior Board Action

None

Fiscal Impact/Funding Source

The funds were awarded by the California Department of Housing and Community Development (HCD). No fiscal impact to the county

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign two copies of approved agreement and Exhibit D and send those documents to:

Glenn County Community Action Department

Attn: Kendall Wilson

125 E. Walker Street

Orland, CA 95963

ATTACHMENTS:

- ESG Subrecipient Agreement (PDF)

DocuSign Envelope ID: 275A4A67-0018-47A0-BA69-508C95F269C8

Agreement Number: 19-ESG-13147-CAD1949

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
EMERGENCY SOLUTIONS GRANT
SUBRECIPIENT AGREEMENT BETWEEN GLENN COUNTY, THROUGH ITS COMMUNITY ACTION DEPARTMENT, AND THE COUNTY OF COLUSA, THROUGH ITS DEPARTMENT OF HEALTH AND HUMAN SERVICES

1. This Agreement is entered into between the Contracting Agency and the Subrecipient named below:		
CONTRACTING AGENCY NAME: **Glenn County Community Action Department**		
SUBRECIPIENT NAME: **Colusa County Department of Health and Human Services**		
2. The term of this Agreement is:		
START DATE: **August 26, 2020**	THROUGH END DATE: **January 22, 2022**	
3. The maximum amount of this Agreement is: **$ 27, 595.00**		
4. The parties agree to comply with the terms and conditions of the following exhibits, which are hereby attached and incorporated here within.		
EXHIBITS	TITLE	PAGE
Exhibit A	Authority, Purpose, and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	4
Exhibit D	Vendor Assurance of Compliance	12
Exhibit E	ESG Program Terms and Conditions from Standard Agreement	13
	TOTAL NUMBER OF PAGES INCLUDED	31

In witness whereof, this agreement has been executed by the parties hereto:

SUBRECIPIENT (COLUSA COUNTY, DEPARTMENT OF HEALTH AND HUMAN SERVICES) :

Wendy G. Tyler, County Administrative Officer — Date

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

CONTRACTING AGENCY (GLENN COUNTY, COMMUNITY ACTION DEPARTMENT):

Christine Zoppi, Community Action Department Director — Date

Scott H De Moss — 1/11/2021 | 8:55 AM PST

Scott H. De Moss, County Administrative Officer — Date

APPROVED AS TO FORM:

William J. Vanasek

William J. Vanasek, County Counsel

REVIEWED BY:

☐ Department of Finance HM

COMMUNITY ACTION DEPARTMENT:

☐ Approved by Admin Manager KMM

☐ Approved by Fiscal Manager KR

☐ Approved by Program Manager JK

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

This Subrecipient Agreement (Agreement) provides notification of the conditional reservation of funds under the Department of Housing and Community Development's (HCD) administration of the Emergency Solutions Grant (ESG). ESG funds are awarded pursuant to the provisions of 42 USC 11371 — 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations"), California Code of Regulations (CCR), Section 8400 et seq. ("State Regulations") all as shall be amended from time to time. HCD receives federal funds for ESG from the United States Department of Housing and Urban Development (HUD).

In accepting this conditional reservation of funds, Subrecipient agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the Contracting Agency applied, the representations contained in the Subrecipient's application for this funding allocation ("Application"), and the requirements of the authorities cited above.

2. Purpose

In accordance with the authority cited above, an application by Glenn County, through its Community Action Department ("Contracting Agency"), was made to HCD ("Department") for the purpose of funding eligible activities relating to homelessness within the specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490.

By entering into this Agreement and thereby accepting the award of the ESG grant funds (the "Grant"), the Subrecipient agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in their competitive Application, and the requirements of the authorities citied above. Subrecipient shall comply with the expected terms of the Contractor as described in the ESG Program Terms and Conditions which is attached hereto and made a part hereof as Exhibit E.

3. Scope of Work

The scope of work ("Work") for this Agreement shall consist of the following eligible uses:

A. Rapid Re-housing

Funds can be used for individuals or families defined as homeless. Eligible activities include:

I. Provision of rental assistance to provide short-term or medium-term housing to families or individuals who are homeless (maximum of 24 months in a 3-year period).

II. Housing relocation or stabilization services for homeless individuals or families, including housing search, mediation or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at stabilizing individuals and families in their current housing or quickly moving such individuals and families to other permanent housing.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Subrecipient has been awarded the following amounts for the provision of services:

Rapid Rehousing Services	$27,595
TOTAL AWARD AMOUNT	**$ 27,595**

2. Invoicing and Payments

A. Subrecipient shall submit invoices for actual services rendered during the preceding month. The final invoice should be received no later than thirty (30) calendar days after the Expenditure Deadline. 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 Contracting Agency 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.

B. Invoice may be submitted by email to: gccad@countyofglenn.net or by mail to:

Glenn County Community Action Department
Attn: Administration/ Fiscal
125 E. Walker Street
Orland, CA 95963

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

DocuSign Envelope ID: 275A4A67-0018-47A0-BA69-508C95F269C8

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective on: August 26, 2020.
B. All Program funds shall be expended by: October 22, 2021
C. All Final Funds Requests shall be submitted to the Contracting Agency within 60 days after the expenditure deadline.
D. This Agreement will expire on: January 22, 2022
E. Reimbursements will not be made after this Agreement expire

2. Use of Homeless Management Information System

Subrecipient shall enter all client level data into the Dos Rios COC Homeless Management Information System ("HMIS") as required by the HMIS Lead Agency, which is the Contracting Agency. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with Glenn County through its Community Action Department 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 Contracting Agency.

3. Notices

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 Contracting Agency in accordance with this section:

If to the Contracting Agency:
Administration
Glenn County Community Action Department
125 E. Walker Street
Orland, CA 95963
Telephone: (530) 934-1443

Invoice may be submitted by email to:
gccad@countyofglenn.net

If to Subrecipient:
Elizabeth Kelly, Director
County of Colusa, Department of Health and Human Services
521 E. Webster Street
Colusa, CA 95932
Ekelly@countyofcolusa.com

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

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

DocuSign Envelope ID: 275A4A67-0018-47A0-BA69-508C95F269C8

Agreement Number: 19-ESG-1347-CAD1949

4. 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 Contracting Agency for any purpose whatsoever. Contracting Agency shall have no right to and shall not control the manner or prescribe the method by which the services are performed by Subrecipient herein. 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 Contracting Agency 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 Contracting Agency 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 Contracting Agency and hold Contracting Agency 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 Contracting Agency 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.

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 Contracting Agency), indemnify and hold harmless the Contracting Agency, the County of Glenn, it's 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 Subrecipients 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.

5. Authority of Subrecipient

Subrecipient shall possess no authority with respect to any Contracting Agency decision. The Contracting Agency is responsible for and shall make all governmental decisions related to work of the Subrecipient.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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6. Subcontracting and Assignment

Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior consent of the Contracting Agency.

7. 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 be the property of the Contracting Agency as they are produced and shall be delivered to the Contracting Agency 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 Contracting Agency. Upon reasonable notice, Contracting Agency 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.

8. Indemnification

To the fullest extent permitted by law, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the County of Glenn, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Subrecipient or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Subrecipients 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 negligence, recklessness, or willful misconduct of Subrecipient, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Subrecipient shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Subrecipient's negligence, recklessness, or willful misconduct. or in part, from Subrecipient's negligence, recklessness, or will misconduct.

9. Insurance

A. Insurance Requirements: Without limiting Subrecipient's indemnification of the Contracting Agency, Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or 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 sub-contractors. At the very least, Subrecipient shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Subrecipient shall furnish to the Contracting Agency certificates of insurance. All certificates of insurance to be received and approved

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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by the Contracting Agency before work under this Agreement has begun. The Contracting Agency reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Subrecipient agrees to notify Contracting Agency within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Contracting Agency. At the option of the Contracting Agency, either the Subrecipient shall reduce or eliminate such deductibles or self-insured retentions, with respect to the Contracting Agency, its officers, officials, employees and volunteers, or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

Insurance Required:

a. General Liability: General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Subrecipient or Subrecipient's insurance carrier shall notify Contracting Agency if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

b. Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Subrecipient to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

c. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

d. Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

   Such insurance shall include Glenn County, its elected officials, officers, and employees as additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to Contracting Agency. Subrecipient shall provide Contracting Agency with a certificate of insurance as evidence of

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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insurance protection provided. Insurance certificates provided by any insurance company for underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Subrecipient has employees, he/she shall obtain and maintain continuously workers compensation insurance to cover Subrecipient and Subrecipient's employees and partners.

All endorsements are to be received and approved by the County of Glen before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties Subrecipient shall cause all of its subcontractors to maintain the insurance coverages specified in this insurance section and name Subrecipient as an additional insured on all such coverages. Evidence there of shall be furnished as Contracting Agency may reasonably request.

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

10. Professional Services

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 here in; acknowledges that the Contracting Agency is relying on the Subrecipient's qualifications to perform the services in a professional manner; and agrees that the contracting agencies full or partial acceptance any work does not release Subrecipient from its obligation to perform the services in accordance with this agreement unless the Contracting Agency expressly agrees otherwise in writing. Subrecipient certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov).

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 paragraph 3 may be reduced to account for any such nonperformance.

11. Responsibility of Subrecipient

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

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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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. Contracting Agency shall promptly notify Subrecipient and any defects in Subrecipient's performance.

12. Publication of Documents and Data

Subrecipient may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the Contracting Agency. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the Contracting Agency or Subrecipient.

13. Employment Practices

Subrecipient, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

14. 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.

15. Prevailing Wages

To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Subrecipient shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Subrecipient fails to do so, Subrecipient shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

16. Conflict With Laws or Regulations/Severability

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.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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17. 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.

18. Amendments

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

19. Entire Agreement

This Agreement, constitutes the entire Agreement between the parties for the provision of services to Contracting Agency by Subrecipient and supersedes all prior oral and written agreements and communications.

20. Successors and Assigns

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

21. 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.

22. Confidentiality/Privacy

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

B. To the extent that the work under this Agreement requires the Subrecipient to have access to PII, the Subrecipient shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Subrecipient agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Agency, in writing. If and when Subrecipient becomes aware of, or should reasonably have been aware of a breach of PII, Subrecipient shall notify Contracting Agency within two (2) business days.

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23. Non-Exclusive Agreement

Subrecipient understands that this is not an exclusive agreement, and Contracting Agency shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subrecipient, or to perform such services with Contracting Agency's own forces.

24. 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 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.

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Agreement Number: 19-ESG-13147-CAD1949

EXHIBIT D

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH COUNTY OF GLENN, THROUGH ITS COMMUNITY ACTION DEPARTMENT, NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Colusa County Department of Health and Human Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____

Date Wendy G. Tyler, County Administrative Officer

CR50-Vendor Assurance of Compliance (8/13/01)

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EXHIBIT E

ESG PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). All eligible costs incurred after the date of the award letter issued to the grantee by HCD may be reimbursable. Contractor shall not incur any costs to be reimbursed prior to the date of the award letter. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 4.

A. Contractor must obligate all funds within 120 days from the date of the award notification letter. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within 120days from the date of the award notification letter received by the general purpose local government.

B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made the grant amount available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 4 and that the Work will be provided for the full term of this Agreement.

2. Eligible Activities

ESG funds awarded by the Contractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CFR Part 576. The following additional limitations or requirements shall apply:

A. A maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.

B. ESG funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG-funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG funds.

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C. No less than 40% of these funds available to the Contractor must be awarded to rapid rehousing, except that Administrative Entities partnering with a neighboring Continuum of Care from the Balance of State Allocation must award 100% of both Service Area formula allocations to rapid rehousing.

D. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all the following is provided to the Department prior to the award of funds for these activities:

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

E. As set forth in the Department's 2019 Annual Action Plan to HUD:

1) Homelessness prevention activities are limited to 10% of a funded project;

2) An emergency shelter or rapid rehousing project may also contain up to 10% in homeless prevention or street outreach activities; and,

3) The street outreach or rapid rehousing activity may be subcontracted to another eligible provider or may be provided directly by the Contractor. Subcontracting ESG funds to other programs for purposes of carrying out activities that are not part of the program awarded funds under the Standard Agreement is not permitted.

F. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.

3. **State Contract Manual Requirements (Section 3.11, Federally - Funded Contracts (Rev. 3/03)**

A. It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement 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.

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

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. Sufficiency of Funds and Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the Notice of Termination.

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

C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

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6. Contractors and Subcontractors

A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.

3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.

4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.

7. Core Practices

A. All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

B. All service providers receiving ESG funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

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C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

G. To the maximum extent practical, the Contractor and its subrecipients, will involve through employment, volunteer services, or otherwise; homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG program and in providing services for occupants of facilities assisted by ESG.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

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9. Inspections

A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all Work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or subcontractor until it is corrected.

10. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with Federal and ESG requirements. An onsite monitoring visit of homeless service providers listed in Exhibit A shall occur whenever determined necessary by the Contractor, but at least once during the grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403

D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full amount of the ESG award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).

E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with Federal and ESG requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

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11. Compliance with Federal and State Laws and Regulations

A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

B. The Contractor agrees to comply with all federal laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

13. Procurement of Recovered Materials

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

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C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

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J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

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A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts in excess of $100,000.

C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.

D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

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B. Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for HCD to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by HCD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an environmental impact statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property. For all funded applications, HCD will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

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20. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body".

C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Each Contractor shall be required to supplement the assistance provided through Federal ESG funds with funding from other sources. Each Contractor shall certify to the Department its compliance with this requirement and shall include with such certification a description of the sources and amounts of such supplemental funds.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

DocuSign Envelope ID: 275A4A67-0018-47A0-BA69-508C95F269C8

During the performance of this Agreement, the Contractor or its subrecipients assure that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an 'emergency transfer plan', which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."

D. It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

23. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect during the terms of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department Program Representative for review and approval.

24. Reporting and Recordkeeping

A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.

B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.

C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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D. Contractor shall maintain all fiscal and program records pertaining to the Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT three years from this Agreement expiration*. The retention requirement can extend beyond three years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

E. Contractor shall submit required reports on forms approved by the Department.

25. Audit/Retention and Inspection of Records

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49. Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT three years from this Agreement expiration*. The retention requirement can extend beyond three years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State Regulations, Contractor and its subrecipients listed in Exhibit B shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

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27. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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29. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Contractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

30. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department

31. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;

B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to the Department;

D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

Attachment: ESG Subrecipient Agreement (6389 : ESG Sub-recipient Agreement between Glenn and Colusa Counties)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Approve 1st Modification Agreement with Rave Wireless, Inc. dba Rave Mobile Safety**

Approve 1st Modification to **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system.

Detailed Description/Background of request

DHHS, as the county provider of health and human services, is required to take all steps necessary to ensure the health and safety of Colusa County residents. This includes notifying county residents when emergency situations (e.g. disease outbreaks, floods, gas leaks, hazardous materials incidents, and terrorism threats) occur. On June 12, 2018 the County entered into contract C18-109 to continue having the capabilities to send mass notifications to the public via telephone land-lines and cell phones; the ability to target-notify specific locations in the county should an emergency occur that affects only certain areas; provision of a hot-line for the public to call to get additional information; and the ability to send alert notifications (e.g. Amber alerts, etc.) to all smart phones in the vicinity of the county. DHHS believes having a county-wide, mass emergency notification system is an important component in helping to keep our residents safe and informed.

Prior Board Action

Approval of contract C18-109.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $14,640 ($4,880 per year for three years). No fiscal impact to County General Fund as cost is covered, budgeted, and approved by the California Department of Public Health (CDPH) Public Health Emergency Preparedness (PHEP) program.

Action for the Clerk

Obtain Chair signature and send via email to Renewals@ravemobilesafety.com.

ATTACHMENTS:

- C18-109 Rave Wireless, Inc dba Rave Mobile (PDF)
- First Modification Rave_Mobile_Safety_Renewal_Quote (002) (PDF)

RAVE MOBILE SAFETY

LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	**Colusa County Health & Human Services**
ADDRESS:	**251 E Webster St** **attn: Ted Mamoulelis**
	Colusa, CA 95932
CONTACT NAME/TITLE:	**Ted Mamoulelis / OEM**
PHONE:	**(530) 458-0359**
EMAIL:	**tmamoulelis@colusadhhs.org**

INITIAL LICENSE TERM:	Effective Date through January 25, 2021

FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
CAP inbound/outbound API for Rave Alert for Public Safety	Population	20,000.00	$0.00
Premium SMS Messaging for Rave Alert for Public Safety	Population	20,000.00	$0.00
Rave Alert for Public Safety	Population	20,000.00	$4,680.00
Rave Inbound Toll-Free Number for Messaging / Minutes	Population	2,000.00	$200.00

Annual License Fee(s):	$4,880.00

PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee

Total Set-Up Fee(s):	$-

TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	3	$4,880.00	$14,640.00
One-Time Fees (Set Up & Integration):			$-
Total Fees			$14,640.00

Fees Payable Net 30:	**$4,880.00**

STANDARD CONDITIONS:

1. **Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").

2. **Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL of Rave: https://www.getrave.com/termspdf/RaveMLSA_v.5.pdf ("Agreement") or as otherwise attached hereto. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment

Attachment: C18-109 Rave Wireless, Inc dba Rave Mobile (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc. dba Rave Mobile

RAVE MOBILE SAFETY

upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.

3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.

4. **Rave Alert.** Allows Client to send an unlimited number of text, email and RSS messages using the Rave Management Console. Text messages sent via Rave Alert Peer-to-peer groups or Outbound CAP API for Rave Alert over SMTP are free, if the product defaults are overridden, text messages sent using other methods are $.03 per message. If applicable, these additional per message fees ($0.03 per SMPP message) are billed quarterly in arrears.

5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.

6. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.

7. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

SPECIAL CONDITIONS:

As of the Effective Date, this Agreement will restate and replace in its entirety the Rapid Notify Notification Services Contract dated January 26, 2016 between Rapid Notify, Inc. and the County of Colusa, a political subdivision of the State of California.

Payment Periods:
January 26, 2018 – January 25, 2019: $4,880 – Transition from Rapid Notify
January 26, 2019 – January 25, 2020: $4,880 (Due January 26, 2019)
January 26, 2020 – January 25, 2021: $4,880 (Due January26, 2020)

Rave to load Client provided landline data once annually.

To accommodate the transition, Client will continue to have access to the Rapid Notify products for a period of 60 days. Client will no longer have the Rapid Notify products at the end of the 60th day from the Effective Date.

Attachment: C18-109 Rave Wireless, Inc dba Rave Mobile (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc. dba Rave Mobile

RAVE
MOBILE SAFETY

AGREED AND ACCEPTED:

RAVE WIRELESS, INC. d/b/a Rave Mobile Safety

Signature:

Printed Name: William T. Piett

Title: Chief Executive Officer

Date: 6/21/18

CLIENT: Colusa County Health & Human Services

Signature:

Printed Name:

Title:

Date:

COUNTY OF COLUSA

Date 6/12/18

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C18-109 Rave Wireless, Inc dba Rave Mobile (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc. dba Rave Mobile

DocuSign Envelope ID: 7345358E-C5D6-495C-AA47-8287F7B07577

492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

RAVE MOBILE SAFETY RENEWAL

Hello,

Your Alert for Public Safety service contract is set to expire on **January 26, 2021**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote 30 days prior to your Renewal Date.

If no signed Renewal Quote or Purchase Order is received, this contract will be automatically renewed and invoiced at the 1-year Renewal Term option (Option A on your Renewal Quote) 30 days prior to your Renewal Date.

If you would like to take advantage of either the 3-year (Option B) or 5-year (Option C) discounted renewal term pricing options, please return a signed Renewal Quote and/or a Purchase Order reflecting your preferred Option, 30 days prior to your Renewal Date.

Thank you,
Rave Renewals Team
Renewals@ravemobilesafety.com

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote
2. Complete required Billing Information section
3. Sign in signature block at bottom of Renewal Quote
4. Return via email or fax:
   E: Renewals@ravemobilesafety.com
   F: (917) 591-9105

Attachment: First Modification Rave_Mobile_Safety_Renewal_Quote (002) (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc.

DocuSign Envelope ID: 7345358E-C5D6-495C-AA47-8287F7B07577

THIS IS NOT AN INVOICE

492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

Modification to C18-109

RENEWAL QUOTE

Date: December 7, 2020
Quote #0065A000010zKF2QAM

Colusa County Health & Human Services
251 E Webster St
attn: Ted Mamoulelis
Colusa, California 95932

☐ **OPTION A – 1 Year Renewal**	
1 yr Renewal - January 26, 2021 through January 25, 2022	
Rave Alert for Public Safety Annual License Fee	$5,007.60
Rave Inbound Toll-Free Number for Messaging Annual Fee	$214.00
Premium SMS Messaging for Rave Alert for Public Safety	$0.00
CAP inbound/outbound API for Rave Alert for Public Safety	$0.00
Annual Cost:	**$5,221.60**

☒ **OPTION B – 3 Year Renewal**	
1st yr of 3 yr Renewal – January 26, 2021 through January 25, 2022	
Rave Alert for Public Safety Annual License Fee	$4,680.00
Rave Inbound Toll-Free Number for Messaging Annual Fee	$200.00
Premium SMS Messaging for Rave Alert for Public Safety	$0.00
CAP inbound/outbound API for Rave Alert for Public Safety	$0.00
Annual Cost:	**$4,880.00**
Total Contract Value: *(To be paid in the amount of $4,880.00 per year)*	*$14,640.00*

☐ **OPTION C – 5 Year Renewal**	
1st yr of 5 yr Renewal – January 26, 2021 through January 25, 2022	
Rave Alert for Public Safety Annual License Fee	$4,446.00
Rave Inbound Toll-Free Number for Messaging Annual Fee	$190.00
Premium SMS Messaging for Rave Alert for Public Safety	$0.00
CAP inbound/outbound API for Rave Alert for Public Safety	$0.00
Annual Cost:	**$4,636.00**
Total Contract Value: *(To be paid in the amount of $4,636.00 per year)*	*$23,180.00*

All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quote does not include Sales Tax, if applicable.

Attachment: First Modification Rave_Mobile_Safety_Renewal_Quote (002) (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc.

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THIS IS NOT AN INVOICE

Attachment: First Modification Rave_Mobile_Safety_Renewal_Quote (002) (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc.

THIS IS NOT AN INVOICE

*** BILLING INFORMATION *(Required):***

* Billing Contact: Ted Mamoulelis

* Billing Phone: 530-458-0359

* Billing Email: Ted.Mamoulelis@countyofcolusa.com

* PO Required? ☐ If YES, enter PO #: _____

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

BILLING INFORMATION:

1. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.
2. Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from collections@ravemobilesafety.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

QUOTE ACCEPTED BY:

Authorized Signature: _____ Date: _____

Name (Printed or Typed): Gary Evans Title: Board Chair

2nd Authorized Signature: _____ Date: _____
(If required)

Name (Printed or Typed): _____ Title: _____

Attachment: First Modification Rave_Mobile_Safety_Renewal_Quote (002) (6413 : Approve 1st Modification Agreement with Rave Wireless, Inc.

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Amendment to Memorandum of Understanding with Glenn County for Shared Costs by CAD Housing Program Manager**

Approve Amendment to Memorandum of Understanding with **Glenn County Community Action Department** to share the cost of services performed by CAD Housing Program Manager and authorize CAO to sign.

Detailed Description/Background of request

Glenn County the Glenn County Community Action Department (CAD) assist Colusa County to ensure continued funding for housing services and homelessness assistance in Colusa County through the services of Program Manager. The Program Manager acts as Point of Contact for communications with state, regional and local agencies, along with communication to available funding resource and housing and homeless prevention. The Amendment states that CAD will provide staffing to perform the roles and responsibilities of the Lead Agency.

This Amendment modifies the paragraph 1 regarding DHHS responsibilities, paragraph 2 regarding CAD staffing, paragraph 4 regarding billing and payment, and paragraph 13 regarding notice.

Prior Board Action

BOS approved the MOU on 5/28/2019

Fiscal Impact/Funding Source

Fiscal impact shall not exceed $60,000 over the course of the contract, with $35,000 obligatory to the Dos Rios Lead Agency.

Action for the Clerk

Please have Wendy Tyler, County Administrative Officer, sign two copies of approved Amendment and send those documents to:

Glenn County Community Action Department

Attn: Kendall Wilson

125 E. Walker Street

Orland, CA 95963

ATTACHMENTS:

- Amendment #1 CAD contract C19-093 updated sign (PDF)
- Fully Executed_C19-093 Glenn County (PDF)

DocuSign Envelope ID: 97B8B0C8-B0E6-4F9A-BF6E-CA4E9301A888

AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLENN AND COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES FISCAL YEARS 18-21

THIS Amendment #1 is entered into by and between the County of Glenn through its Community Action Department (hereinafter known as "CAD") and the Colusa County Department of Health and Human Services (hereinafter known as "DHHS").

WHEREAS, CAD and DHHS entered into an Agreement dated June 13, 2019, to share the cost of housing services and homelessness assistance (Agreement); and

WHEARAS, Paragraph #1 of the Agreement specifies the responsibilities of DHHS; and

WHEREAS, Paragraph #2 of the Agreement specifies the responsibilities of CAD; and

WHEREAS, Paragraph #4 of the Agreement specifies the terms of billing and payment; and

WHEREAS, Paragraph #7 of the Agreement states that changes to the Agreement shall be in writing and signed by both parties; and

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as follows:

1. Paragraph #1 is deleted in its entirety and replaced with the following:

   1. RESPONSIBILTIES OF DHHS

   A. DHHS will reimburse CAD for the cost of services no later than 30 (thirty days after receipt of invoice for services rendered.
   B. DHHS will provide CAD with data that is mutually agreed by parties to be necessary to complete the work described in Paragraph 2.

2. Paragraph #2 is amended to add the following:

   "CAD will provide staffing to perform the roles and responsibilities of the Lead Agency in accordance with the CoC's Governance document (CA523) approved 4-29-20, which outlines the roles and responsibilities of the Lead Agency of the Dos Rios and consists of two pages. CA523 is attached hereto and incorporated herein as Exhibit A."

Attachment: Amendment #1 CAD contract C19-093 updated sign (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn

3. Paragraph #4 of the Agreement is deleted in its entirety and replaced with the following:

4. BILLING AND PAYMENT

A. CAD will bill DHHS the prorated shared costs for Dos Rios CoC Lead Agency staffing efforts described in Exhibit A, not to exceed $35,000.00.
B. CAD shall submit invoices for services to DHHS on a quarterly basis.
C. Billing for consultant costs beyond the roles and responsibilities of the Dos Rios Lead Agency detailed in Exhibit A will be based actual time worked directly on behalf of Colusa County.
D. DHHS shall remit payment to CAD no later than 30 (thirty) days after receipt of invoice.

5. Paragraph #13 of the Agreement is deleted in its entirety and replaced with the following:

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to CAD:

Christine Zoppi, Director
Glenn County Community Action Department
125 E. Walker Street
Orland, CA 95963
gccad@countyofglenn.net

If to DHHS:

Elizabeth Kelly, Director
Colusa County Health and Human Services
521 E. Webster Street
Colusa, CA 95932
Elizabeth.Kelly@countyofcolusa.com

All other provisions of the Agreement shall remain in full force and effect for the term of the Agreement.

SIGNATURES APPEAR ON NEXT PAGE

Attachment: Amendment #1 CAD contract C19-093 updated sign (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn

IN WITNESS WHEREOF, CAD and DHHS have executed this Amendment on the day and year set forth below.

COUNTY OF GLENN (CAD)

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

Dated: 2/5/2021 | 1:59 PM PST

By: _____
Christine Zoppi, Director
Community Action Department

Dated: _____

APPROVED AS TO FORM:

William J. Vanasek
William J. Vanasek, County Counsel
Glenn County, California

Reviewed by:
Glenn County Director of Finance: HM

COLUSA COUNTY (DHHS)

By: _____
Wendy Tyler,
County Administrative Officer
Colusa County, California

Dated: _____

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel
Colusa County, California

Community Action Department:

- Approved by Administration KMM
- Approved by Fiscal Manager KK
- Approved by Program Manager JK

Attachment: Amendment #1 CAD contract C19-093 updated sign (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn

Attachment: Amendment #1 CAD contract C19-093 updated sign (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn

Exhibit A

Roles and Responsibilities
The Lead Agency

The CoC Executive Board has established a Lead Agency role to provide guidance to ensure that duties of the CoC are being met. The Lead Agency may be a unit of local government, a non-profit agency or an individual person. The Lead Agency's roles and responsibilities are as follows:

1. Facilitate meetings with published agendas;
2. Provide access to participate remotely in Lead Agency hosted meetings;
3. Enhance the knowledge of the service providers to address housing needs;
4. Conduct annual gap analysis;
5. Facilitate the administration of an annual Point-In-Time Count (PIT) and Housing Inventory Count (HIC) of homeless persons with the Advisory Boards;
6. Set baseline for system performance based on funding;
7. Build community awareness inclusive of the needs of all homeless populations;
8. Inform the Executive Board of county program needs;
9. Ensure consistent participation of recipients and sub recipients in the HMIS;
10. Complete CoC wide funding applications;
11. Develop and provide Continuum wide trainings including HUD mandated training topic and county requested trainings;
12. Monitor performance of funding projects in accordance with the funding contract;
13. Design, operate, and follow a collaborative process for development of applications for funding;
14. Prepare resolutions and reports to the Governing Body as needed per requirements;
15. Oversee the Rating and Ranking processes;
16. Process Consultant applications, invoices and request for support materials, services and supplies;
17. Update, maintain and monitor a Dos Rios CoC website;
18. Report the resuls of the evaluation outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program to HUD;
19. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
20. Provide information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
21. Consult with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and

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evaluating the performance of Emergency Solutions Grants program recipients and sub recipients;

22. In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
    a. Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
    b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
    c. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
    d. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
    e. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8)); and
    f. Where the Continuum is designated a high-performing community, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix). 23.Assist the Local CoC Boards with county wide policies and procedures;
23. Act as the Secretary for the Executive Board Meetings;
24. Lead Agency to determine equitable distribution of funds using framework identified under “Funding” when funds are required to have an equitable distribution.
25. Act as the Fiscal Agent for the Continuum; and
26. Coordinate, with Local CoC Boards, the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
    a. Outreach, engagement, and assessment;
    b. Shelter, housing, and supportive services; and
    c. Prevention strategies. (All items in bold are regulation-based duties)

Attachment: Amendment #1 CAD contract C19-093 updated sign (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn

MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE COUNTY OF GLENN AND COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES FISCAL YEARS 2018-2021

This Memorandum of Understanding (hereinafter MOU) is an agreement entered into by and between Glenn County, by and through the Glenn County Community Action Department (CAD), and Colusa County Department of Health and Human Services (DHHS). The CAD and DHHS hereby agree to share the cost of services performed by CAD Housing Program Manager, or staff representative, necessary to ensure continued funding for housing services and homelessness assistance in Colusa County. Work on this project will be subject to negotiation and may be adjusted through the term of this MOU based on needs as mutually agreed.

1. RESPONSIBILITIES OF DHHS

DHHS will reimburse CAD for the cost of services no later than 30 (thirty) days after receipt of invoice for services rendered.

2. RESPONSIBILITIES OF GLENN COUNTY CAD

During the term of this MOU, CAD shall provide varied professional services and support based on DHHS need and subject to further negotiation of compensation and mutual agreement, including, but not limited to:

- Act as Point of Contact and Representative for Colusa County DHHS when communicating with state, regional, and local agencies; includes local and regional Continuums of Care (COC).
- Serve as a resource and communicate information pertaining to available funding resources, annual point-in-time (PIT) homelessness count, homelessness assistance strategies, and other housing related issues.
- Coordinate and assist Colusa County with housing and homeless prevention, including but not limited to policies, planning, and conducting requests for information and proposals with contractors and developers for housing assistance.

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum

- With the assistance of Colusa County DHHS, facilitate meetings with government officials, local partners, contractors/ developers, community members, and other stakeholders to develop homelessness assistance strategies, provide trainings, develop grants, and plan projects to ensure efficient use of resources and funding to support housing and wellness needs of the community.
- Available to provide assistance with housing related needs, guidance, and support.

3. COMPENSATION

Total reimbursement for services listed above shall not exceed $60,000.00 (Sixty Thousand Dollars) during the fiscal years July 1, 2018, through June 30, 2021. Pursuant to Title 04.02.05B of the Glenn County Administrative Manual, the Glenn County Community Action Department Director certifies that adequate unexpended funds are available in the department budget.

4. BILLING AND PAYMENT

CAD shall submit invoice(s) for services to DHHS on a quarterly basis. Billing will be based on three factors: actual time worked directly on behalf of Colusa County, consultant costs beyond minimal technical assistance, and prorated shared costs for Dos Rios staffing efforts.

DHHS shall remit payment to CAD no later than 30 (thirty) days after receipt of invoice.

5. TERM OF AGREEMENT

This agreement is effective for services provided July 1, 2018, through June 30, 2021.

6. TERMINATION OF AGREEMENT

Either party may terminate this agreement on 30 days written notice. DHHS shall pay CAD for all work satisfactorily completed as of the date of notice.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. DHHS shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. DHHS specifically acknowledges that in entering into and executing this agreement, DHHS relies solely upon the provisions contained in this agreement and no others.

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

8. NON-ASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of CAD, CAD may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DHHS.

9. EMPLOYMENT STATUS

During the entire term of this agreement, both Parties shall be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by either Party shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of CAD is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for payment of all taxes due to the State of California or the Federal Government. Neither Party shall not be liable for deductions for any amount for any purpose from either Party's compensation.

DHHS shall not be eligible for coverage under CAD's Workers' Compensation Insurance Plan, nor shall DHHS be eligible for any other CAD benefit.

10. INSURANCE REQUIREMENTS

Both Parties shall procure and maintain continuously comprehensive general liability insurance and/or other insurance to protect the public for the duration of the agreement.

11. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

12. NON-DISCRIMINATION

During the term of this agreement, both Parties shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Both Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Both Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. Both Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Both Parties shall comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

13. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to CAD:
Christine Zoppi, Director
Glenn County Community Action Department
420 E. Laurel Street
Willows, CA 95988
gccad@countyofglenn.net

If to DHHS:
Elizabeth Kelly, Director
Colusa County Health and Human Services
521 E. Webster Street
Colusa, CA 95932
ekelly@colusadhhs.org

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

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

14. AVAILABILITY OF FUNDS

All funding under the agreement is subject to the availability of state or federal funds.

15. RIGHT TO MONITOR AND AUDIT

Both parties shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

16. RECORDS RETENTION

Parties shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of not less than seven (7) years from the effective date of this agreement or until all State audits are complete, whichever is later.

17. CONFIDENTIALITY/PRIVACY/INFORMATION SECURITY

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

B. To the extent that the work under this agreement requires the CAD to have access to PII, CAD shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. CAD agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the DHHS, in writing. If and when CAD becomes aware of, or should reasonably have been aware of a breach of PII, CAD shall notify DHHS within two (2) business days.

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Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

18. NON-EXCLUSIVE AGREEMENT

CAD understands that this is not an exclusive agreement, and DHHS shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CAD, or to perform such services with DHHS's own forces.

IN WITNESS WHEREOF, CAD and DHHS have executed this agreement on the day and year set forth below.

GLENN COUNTY COMMUNITY ACTION DEPARTMENT:

Christine Zoppi, Director — Date: 6-13-19

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES:

Wendy Tyler, County Administrative Officer — Date: 5/28/19

APPROVED AS TO FORM:

William J. Vanasek, County Counsel
County of Glenn, California

APPROVED AS TO FORM:

For Marcos A. Kropf, County Counsel
County of Colusa, California

CAD approval
☑ Approved by CAD Assistant Director
☑ Approved by CAD Fiscal Manager
☑ Approved by CAD Housing Manager

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

Attachment: Fully Executed_C19-093 Glenn County (6391 : Amendment to Memorandum of Understanding (MOU) with Glenn County

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve Contract with Aurora Behavioral Healthcare - Santa Rosa**

Approve contract with **Aurora Behavioral Healthcare - Santa Rosa** to provide County with mental health services, effective October 1, 2020.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a contract with Aurora Behavioral Healthcare - Santa Rosa to provide County with mental health services for their consumers. Aurora provides the following Scope of Services:

1) Semi-private room accommodations, including bed, board and related services.

2) Twenty-four hour nursing care.

3) Physical and mental examination for assessment and diagnosis.

4) Crisis intervention services.

5) Administration and supervision of the clinical use of psychotropic medications.

6) Group psychotherapy.

7) Art, recreational and vocational therapy.

8) Clinical laboratory services.

9) Social services.

10) Services of psychiatrist and/or psychologist.

This contract would be retro to October 1, 2020 and expire June 30, 2021 in an amount not to exceed $100,000 per fiscal year. The negotiated rates for this County were not set prior to termination date and therefore the contract lapsed. After many failed attempts of securing the negotiated rates for FY 20/21, Behavioral Health has recently received those rates. Aurora has stated that the reasoning behind the delay was due

to staffing and COVID issues. In addition, Behavioral Health staff was unaware of the contract lapse and therefore placed a consumer in this facility for 9 days. BH fiscal department received an invoice from Aurora in the amount of $12,897 and has not processed until a contract could be executed depicting the new rates for FY 20/21.

Currently, BHS has no clients placed at this facility but feel it is important to execute a contract should the need arise and also compensate Contractor for consumer stay.

Prior Board Action

The County previously had a contract and subsequent modifications with Aurora but expired on June 30, 2020.

Fiscal Impact/Funding Source

Budgeted (00106-4013-55270) $750,000 budgeted for Support and Care of Persons.

Action for the Clerk

Please obtain signatures and send to:

Chief Executive Officer
Aurora Behavioral Healthcare - Santa Rosa, LLC
1287 Fulton Road
Santa Rosa, CA 95401

ATTACHMENTS:

- Colusa County Agreement 2021 REDLINE (JKS) (002) (DOCX)

C____-_____

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

Mental Health Services Contract

This Mental Health Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Aurora Behavioral Healthcare – Santa Rosa ("Contractor"), a California limited liability company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with mental health services**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on October 1, 2020 and shall terminate on June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $100,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an 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.
   - **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, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, 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 five (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 ten (10) 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.

7. **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, 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.

8. **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

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

violations of law by the party.

9. **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 thirty (30) days prior to such change.

   B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($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 one million dollars ($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 two million dollars ($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;

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

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 thirty (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.

10. 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.

11. 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.

12. 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

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

Court of California for the County of Colusa.

13. **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 Behavioral Health Attention: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Chief Executive Officer Aurora Behavioral Healthcare Santa Rosa, LLC 1287 Fulton Road Santa Rosa, CA 95401

14. **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.

15. **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.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **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.

18. **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.

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

C____-_____

19. **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 either party without cause upon thirty (30) days written notice of termination.

20. **Continuation of Services After Termination**. Upon the effective date of termination or in accordance with applicable state law, Contractor shall continue to provide, and be compensated under the terms of this Agreement, for services provided to County beneficiaries who are under the care of Contractor as of the date of termination of this Agreement until (a) the services being rendered to the County beneficiary are completed, or (b) until the County beneficiary can be safely discharged or transferred to another facility.

21. **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.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Attachment "A" Scope of Services
    B. Attachment "B" Rates
    C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

AURORA BEHAVIORAL HEALTHCARE – SANTA ROSA LLC

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

C____-_____

ATTACHMENT A

SCOPE OF SERVICES

Clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary:

1) Semi-private room accommodations, including bed, board and related services.

2) Twenty-four hour nursing care.

3) Physical and mental examination for assessment and diagnosis.

4) Crisis intervention services.

5) Administration and supervision of the clinical use of psychotropic medications.

6) Group psychotherapy.

7) Art, recreational and vocational therapy.

8) Clinical laboratory services.

9) Social services.

10) Services of psychiatrist and/or psychologist.

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

C____-_____

ATTACHMENT B

RATES

Rates are All-Inclusive for Professional Fees provided.

2020-2021 Rate Structure
Medi-Cal Beneficiaries

Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	$1,433/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	$1,459/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	$1,577/Day
Administrative Day Services	$847/Day

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Psychiatric Day Rate (Adult)	$1,433/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult)	$1,459/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent)	$1,577/Day
Administrative Day Services	$847/Day

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Aurora Behavioral Healthcare – Santa Rosa. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502©(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs © above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: Colusa County Agreement 2021 REDLINE (JKS) (002) [Revision 1] (6414 : Approve contract with Aurora Behavioral Healthcare)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Human Resources**

FROM: **Patricia Rodriguez**

SUBJECT: **Revisit Resolution Establishing Temporary Personnel Policies**

Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

Detailed Description/Background of request

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

Prior Board Action

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.
January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.
December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.
November 24, 2020 reconsidered/extended Resolution with no changes
November 10, 2020 reconsidered/extended Resolution with no changes
October 27, 2020 reconsidered/extended Resolution with no changes
October 13, 2020 reconsidered/extended Resolution with no changes
September 29, 2020 reconsidered/extended Resolution
September 15, 2020 reconsidered/extended Resolution
September 1, 2020 reconsidered/extended Resolution
August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.
August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.
June 30, 2020 reconsidered/extended the Resolution 35 days
June 2, 2020 reconsidered/extended the Resolution
May 5, 2020 reconsidered/extended the Resolution
April 21, 2020 reconsidered/extended the Resolution
April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008
March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source
Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk
None

ATTACHMENTS:

- Resolution #20-008 (PDF)

RESOLUTION NO. 20-008

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

Attachment: Resolution #20-008 (6410 : Revisit Resolution 20-008)

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.

6. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

7. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

8. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

9. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

10. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

Attachment: Resolution #20-008 (6410 : Revisit Resolution 20-008)

11. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

PASSED AND ADOPTED this 5th day of January, 2021 by the following vote:

AYES: Supervisors Kent S. Boes, Daurice K. Smith, Gary J. Evans, J. Merced Corona and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Resolution #20-008 (6410 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Public Works/Road Department**
FROM:	**Ann Nordyke**
SUBJECT:	**Assign County Contract No. C20-049 to Brandley Engineering Inc.**

Approve assignment of County Contract No. C20-049 with Reinard W. Brandley Consulting for Airport Consulting services to **Brandley Engineering, Inc.**

Detailed Description/Background of request

We are in receipt of a request from Reinard W. Brandley Consulting to assign all rights, title, and interests in Contract No. C20-049; Task Order #1 C20-157a; Task Order #2 C20-158 and Task Order # 3 C20-228 to Brandley Engineering Inc.

On January 1, 2021 the company underwent a structure change from a Sole Proprietorship to an S-Corp under the new name of Brandley Engineering, Inc.

Prior Board Action

C20-049; C20-157a; C20-158 & C20-228

Fiscal Impact/Funding Source

There is no fiscal impact for the contract assignment.

Action for the Clerk

Attach CBO to contract, change name on contract to reflect new name, Notify DPW, Auditor and Brandley Engineering, Inc of Board action.

ATTACHMENTS:

- Request for Assignment - Colusa - Brandley Engineering (PDF)
- C20-049 Reinard W. Brandley Consulting (PDF)
- C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (PDF)
- C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (PDF)
- C20-228 Reinard Brandley - Task Order No. 3 (PDF)

Brandley Engineering, Inc.

6125 King Road, Suite 201
Loomis, California 95650

Telephone: (916) 652-4725
Fax: (916) 652-9029

February 9, 2021

Mr. Michael J. Azevedo
Director of Public Works
County of Colusa
100 Sunrise Blvd
Colusa, CA 95932

Subject: Colusa County Airport
Request for Assignment

Dear Mr. Azevedo:

Currently our office has the following agreements with the County of Colusa under the name of Reinard W. Brandley, Consulting Airport Engineer:

C20-049	Original - Reinard W. Brandley Consulting
C20-157a	Task Order #1
C20-158	Task Order #2
C20-228	Task Order #3

On January 1, 2021, this company underwent a structure change from a sole proprietorship to an S-Corp under the name of Brandley Engineering, Inc. The principals of this firm are Damon Brandley and Melissa Brandley.

We are hereby requesting that all rights, title, and interests in these Agreements be assigned to Brandley Engineering, Inc. It is requested that any future notices, payments, or queries regarding this Agreement be sent to Brandley Engineering, Inc., at 6125 King Road, Suite 201, Loomis, California 95650.

For your information in making this change, we have attached our W-9, which includes our new EIN number, and the Certificate of Insurance for Brandley Engineering, Inc. Also attached is evidence of the new Articles of Organization from the California Secretary of State defining current organizational structure.

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

Please let us know if you require any additional information. We appreciate your assistance in this matter.

Sincerely,

Melissa S. Brandley

Melissa S. Brandley
CFO and Secretary

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brandley Engineering, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6125 King Road, Suite 201

6 City, state, and ZIP code

Loomis, CA 95650

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	3	0	2	2	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/11/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on this day of August 26, 2020

ALEX PADILLA
Secretary of State

Verification Number: P8LNGYK
Entity (File) Number: C4632159

To verify the issuance of this certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at *bizfile.sos.ca.gov*

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

General Stock Corporation - Articles of Incorporation

Entity Name:	BRANDLEY ENGINEERING, INC.
Entity (File) Number:	C4632159
File Date:	08/24/2020
Entity Type:	General Stock Corporation
Jurisdiction:	California

Detailed Filing Information

1. Corporate Name: BRANDLEY ENGINEERING, INC.
2. Business Addresses:
   a. Initial Street Address of Corporation: 6125 King Road, Suite 201
   Loomis, California, 95650
   United States of America
   b. Initial Mailing Address of Corporation: 6125 King Road, Suite 201
   Loomis, California, 95650
   United States of America
3. Agent for Service of Process:
   Individual Agent: Randall R. Wilson
   2390 Professional Drive
   Roseville, California, 95661
   United States of America
4. Shares: 1,000,000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

The incorporator affirms the information contained herein is true and correct.

Incorporator: Randall R. Wilson

Certificate Verification Number: P8LNGYK
Use bizfile.sos.ca.gov to verify the certified copy.

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

License#: 0020739

CONTACT NAME: Jo Lusk
PHONE (A/C, No, Ext): 510-465-3090 **FAX (A/C, No):** 510-452-2193
E-MAIL ADDRESS: certificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Travelers Casualty and Surety Co of America	31194
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brandley Engineering, Inc.
6125 King Road, Suite 201
Loomis CA 95650

REINWBR-01

COVERAGES **CERTIFICATE NUMBER:** 1637093112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806P979947	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	57UEGVI8279	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP6P985930	3/1/2020	3/1/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	UB6P985665	3/1/2020	3/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			105415961	3/13/2020	3/13/2021	Per Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.
RE: Contract #C20-049. Project: Colusa County Airport

County of Colusa is named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liabil is Primary/Non-Contributory per policy form wording. 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER

County of Colusa
Atten: Melissa Kitts
547 Market Street, Suite 102
Colusa CA 95932

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 6806P979947 ISSUED DATE: 1/11/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER 6806P979947

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 1/11/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB6P985665

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	**Job Description**
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 1/11/2021

Attachment: Request for Assignment - Colusa - Brandley Engineering (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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C20-049

Airport Consulting Services Contract

This Airport Consulting Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Reinard W. Brandley, Consulting Airport Engineer ("Consultant"), a sole proprietor operating in the State of California.

1. **Services to be Performed:** Consultant agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Airport Consulting Services. Additionally, all terms and conditions of the Request for Qualifications (RFQ) and all documents submitted in response to the RFQ are incorporated into the terms and conditions of this contract. (Attachment "A")

2. **Term:** This Contract shall begin on March 24, 2020, and shall continue until all requested services are completed, or March 23, 2025.

3. **Compensation:** Work will be performed at Consultant Standard Rates as provided for in Attachment "B." These standard rates will be subject to renegotiation on an annual basis. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. County will execute individual Task Order agreements with Consultant to provide Airport Consulting Services for any project related to Colusa County Airport.
   B. Each fiscal year, a task order will be issued to cover general engineering services by the Consultant to the County, including conferences, preparation of project applications, Airport Capital Improvement Program, Environmental ~~Students~~ Studies, and other required services.
   C. Individual task orders will be negotiated to cover special technical studies, design and construction management of airport development projects.
   D. For each task order County will provide brief scope of work to the Consultant. Based upon the County's requirements Consultant shall provide detailed scope of work to be performed and cost of services for each task order for County's review and written approval.
   E. Only County approved task orders are subject to payment by the County.

4. **Method of Payment:** At the end of each month, Consultant shall provide County with an invoice for the services provided in any preceding month. Upon receipt of an invoice, County shall process payment to Consultant 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 Consultant's letterhead.
      2) Bear Consultant's name as shown on the contract.
      3) Bear the contract number.
      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.

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5. **Professional Ability of Consultant and Standards of Performance:** Consultant 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 Consultant 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 Consultant without the advice, control or supervision of County. Consultant shall have sole discretion and control of Consultant'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 Consultant from any responsibility to perform work to professional standards.

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

6. **Consultant's Books and Records:** Consultant 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 five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Consultant under this Contract, whichever is later.

   A. Consultant shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (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 Consultant'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 Consultant'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 Consultant, Consultant's representatives, or Consultant's successor-in-interest.

7. **Independent Consultant:** Consultant is an independent Consultant, 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 Consultant nor to allow County to exercise discretion or control over the manner in which Consultant performs the work or services that are the

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

subject matter of this Contract; provided, however, the work or services to be provided by Consultant shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **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.

9. **Insurance:** Consultant, 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:** Consultant 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, Consultant shall require each subconsultant or 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 subconsultants' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

   B. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars ($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:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant 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 one million dollars ($1,000,000) for each accident for bodily injury or property damage.

   D. **Professional Liability Insurance (Errors and Omissions):** Consultant shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Consultant 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:

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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 Consultant under this Contract;

2) Providing that Consultant'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 Consultant'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 Consultant's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, or cancelled in coverage or in limits without thirty (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, Consultant 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, Consultant shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

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

11. **Licenses:** Consultant represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its trade and/or profession. Consultant represents and warrants to County that Consultant 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 Consultant to practice its trade and/or profession.

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12. **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.

13. **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 Airport Attn: Greg Hinton 100 Sunrise Blvd, Ste. F Colusa, CA 95932 530.458.0586
If to Consultant:	Reinard W. Brandley, Consulting Airport Engineers Attn: Melissa Brandley, P.E. 6125 King Road, Suite 201 Loomis, CA 95650 916.652.4725

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

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

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **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.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of Consultant under this Contract will be permitted only with the express consent of County. Consultant 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, Consultant shall be fully responsible to County for all acts or omissions of the subconsultant. Nothing in this Contract shall create any contractual relationship between County and subconsultant nor shall it create any obligation on the part of County to pay any monies due to any such subconsultant unless otherwise required by law.

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

    A. Either party may terminate for cause so long as it provides the breaching party with seven (7) days advance written notice of its intent to terminate and specific the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action; or

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

20. **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.

21. **Federal Requirements.** Consultant agrees to adhere to all federal requirements as listed in Attachment "C" pertaining to federally funded projects through the Federal Aviation Administration.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:
    A. Attachment "A" – RFQ Document and RFQ Response
    B. Attachment "B" Consultant Standard Hourly Rates
    C. Attachment "C" Contract Provisions for Obligated Sponsors and Airport Improvement Projects

COUNTY OF COLUSA

Date: 3/24/2020

Denise J. Carter, Board Chair

REINARD W. BRANDLEY

Date: 4/7/2020

Reinard W. Brandley, Owner
Consulting Airport Engineer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Melissa Kitts, Deputy

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)



Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

COUNTY OF COLUSA

REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATIONS

FOR AIRPORT ARCHITECTURE, DESIGN, ENGINEERING AND CONSULTING SERVICES FOR COLUSA COUNTY AIRPORT

County of Colusa
Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
(530) 458-0437

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

The County of Colusa is seeking the services of a qualified firm to provide full-service professional consulting services for airport development projects for the Colusa County Airport. To the extent the County may award a contract for services following its receipt of qualification statements, it is anticipated that any such agreements will have a term up to five (5) years. The Colusa County Airport will be applying for grants from the Federal Aviation Administration for the Airport Improvement Program. The current list of the Airport Capital Improvement Programs is attached. **Four copies** of your statement of interest and qualifications must be received at the Colusa County Board of Supervisors Office; 547 Market St., Suite 102, Colusa, CA 95932 no later than **December 20, 2019 at 2:00 p.m.** Statements received after this date and time will be returned unopened. Facsimile and electronic submittals will not be accepted.

A statement of your firm's interest and qualifications relative to the following work is requested:

1) Preparation of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funding applications and associated documentation including but not limited to required reports and project closeout documents.

2) Assist with project coordination with FAA and the California Department of Transportation Division of Aeronautics (Caltrans) including on-site meetings.

3) Represent the County in discussions with FAA and Caltrans regarding projects, requirements and grant assurances.

4) Provide airport and aviation-related architecture, design and engineering services as required by the County to include, but not be limited to: geotechnical studies, pavement evaluation studies, drainage studies, airport design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, construction observation and management, testing and inspection and project coordination.

   The projects on which these engineering services may be required over the next five-year period include construction of runways, taxiways, aprons, roads, parking lots, lighting, hangar buildings, etc. as required by the County.

5) Provide construction engineering services including resident engineering, testing and inspection of all contractor operations during construction of the specific projects. Construction phase services and on-site construction management and inspections.

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In addition to the above, miscellaneous and program management assistance with the following may be requested of the consultant:

1. Airport Capital Improvement Plan (ACIP)
2. Disadvantaged Business Enterprise (DBE) Program
3. Airport Disadvantaged Business Enterprise (ACDBE) Program
4. Passenger Facility Charge (PFC) Program
5. Environmental (NEPA, CEQA)
6. Property appraisals
7. Feasibility studies
8. Noise studies
9. Forecast/Demand analysis
10. Terminal development
11. Airspace analysis
12. Security and access control
13. Airfield electrical systems
14. Landscaping and irrigation
15. Aerial photography
16. Wildlife hazard management
17. Storm Water Pollution Prevention Plan
18. Safety Management System (SMS Program creation and implementation)
19. Pavement Maintenance Management Plan (PMMP) compliance

The above is not a comprehensive list of required services.

A copy of the most current ACIP is attached for review. These projects are subject to change, re-ordering or cancelation without notice.

Please note the projects and services listed in this request may not be required and the County reserves the right to initiate additional procurement action for the listed projects or services.

The County, in soliciting these statements, assumes no obligation. All costs incurred responding to this request shall be borne by the responding firm(s). The County reserves the right to reject any and/or all statements of interest and qualifications.

If you have questions, please direct them to Public Purchase:
https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

Professional Services Agreement, Compensation and Insurance Requirements
Any contract resulting from this request shall be carried out under a County's Professional Services Agreement. Please note that this request is for a Statement of Interest and Qualifications only, a detailed cost proposal is not being requested at this time. Do not send a cost proposal or rates with your submission. Each project will be negotiated independently with compensation for the project established through the negotiation process. The selected consulting firm or firms will be required to carry insurance meeting the County's requirements; however, insurance requirements may vary depending on the ultimate scope of the services provided under contract.

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Statement Content and Submission

The Statement of Interest and Qualifications should include detailed information regarding the consultant's interest, qualifications, current relevant experience with planning and engineering of airports, airfield facilities and airfield improvement projects funded by the FAA Airport Improvement Program. Selection criteria contained in the FAA Advisory Circular 150/5100-14, as amended will be used. Specifically, statements should be concise, contain no more than thirty (30) pages of material (excluding the front cover) and shall include:

- A cover letter signed by a member of the consulting firm having the legal authority to negotiate and sign contracts on behalf of the firm.
- A statement that includes detailed information regarding the firm's interest, qualifications, relevant experience within the last five (5) years.
- Resumes of key personnel including project manager and resident engineer.
- Qualifications, relevant experience within the last five (5) years and resumes of proposed sub-consultants, if any.
- Understanding of the project(s)/task(s) to be performed.
- Ability to meet schedules and to work within a budget.
- Knowledge of FAA regulations, policies and procedures.
- Contact information for a minimum of three (3) airports with which the consulting firm is currently contracted and who are willing to provide information as to the firm's past performance on comparable projects.
- Current workload and staff availability

Evaluation Process

The evaluation criteria outlined in the FAA Advisory Circular 150/5100-14, as amended, will be considered as follows:

1. Recent experience with comparable projects and with the FAA's current regulations, policies and procedures.
2. Qualifications of project manager and key team members to be assigned to the projects.
3. Interest in providing the described airport consultant services.
4. Current workload, ability to meet deadlines and ability to work within budget.
5. References
6. Familiarity with the Colusa County Airport and willingness to advise staff in all aspects of airport operations and management.

The County will evaluate the qualification statements submitted and may select a firm or firms from those firms submitting statements for a potential contract award. If, however, a favorable ranking cannot be made on the basis of the qualification statements alone, the firms deemed most qualified may be contacted for additional information or, if warranted, interviews.

The County reserves the right to contract with one or more airport engineering or consulting firms.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

This request for qualifications is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation regulations 49 CFR part 26 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to submit.

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C20-049

COLUSA COUNTY AIRPORT
2020 - 2025 ACIP PROJECT LIST*

2020

Runway Pavement Preservation (Design)

2021

Runway Pavement Preservation (Construction)

2022

Perimeter Fence Installation (Environmental, Design & Construction)

2023

AWOS III (Design)

2024

Infield Area Drainage and Erosion Improvements (Design)

AWOS III (Construction)

2025

Infield Area Drainage and Erosion Improvements (Construction)

*All projects listed are subject to change.

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Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

ATTACHMENT B

Brandley Engineering
Consulting Airport Engineers

STANDARD SCHEDULE OF HOURLY RATES

Personnel

Reinard W. Brandley	$300.00/Hour
Senior Engineer/Resident Engineer	$180.00/Hour
Junior Engineer/Senior Inspector	$110.00/Hour
Senior Drafter	$110.00/Hour
Junior Drafter	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour

Travel and Equipment Rental

Per Diem	$16Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Outside Consultants

Services by Outside Consultant	Cost + 10%

February 26, 2020

ATTACHMENT C – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROJECTS

For the purpose of this Attachment, "Owner" refers to the County of Colusa and "Consultant" refers to Reinard W. Brandley, Consulting Airport Engineer.

C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

C2 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex,

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age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C4 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

The County of Colusa in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal

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Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C5 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds $150,000.

C6 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C7 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the County of Colusa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant 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 Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Consultant receives from County of Colusa. The prime Consultant agrees further to return retainage payments to each subconsultant within 7 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Colusa. This clause applies to both DBE and non-DBE subconsultants.

C8 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

C9 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

C10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered Consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

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a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on

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behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

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All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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C13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

C14 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

C20 049

C15 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C16 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	**CONTACT NAME:** Jo Lusk **PHONE (A/C, No, Ext):** 510-465-3090 **FAX (A/C, No):** 510-452-2193 **E-MAIL ADDRESS:** jlusk@dealeyrenton.com
INSURED REINAWBRA Reinard W. Brandley Consulting Airport Engineer 6125 King Road, Suite 201 Loomis CA 95650	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Travelers Casualty and Surety Co of America — 31194 INSURER C : Hartford Accident and Indemnity Company — 22357 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 450489619 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6806P979947	3/1/2020	3/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57UEGVI8279	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	CUP6P985930	3/1/2020	3/1/2021	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6P985665	3/1/2020	3/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			105415961	3/13/2020	3/13/2021	$2,000,000 $4,000,000	per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #C20-049. Project: Colusa County Airport

County of Colusa is named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER

County of Colusa
Atten: Melissa Kitts
547 Market Street, Suite 102
Colusa CA 95932

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 6806P979947 ISSUED DATE: 4/2/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

POLICY NUMBER 6806P979947

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 4/2/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB6P985665

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 4/2/2020

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

57UEGVI8279

EXCERPTS FROM CA 0001 (1013)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE
A.1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"…but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS
G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0312)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

Brandley Engineering

3/24/20

As Commissioner

Attachment: C20-049 Reinard W. Brandley Consulting (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	August 20, 2020
Airport/Planning Area	Colusa County
AIP Grant Number	3-06-0048-018-2020
Unique Entity Identifier	076108620

TO: County of Colusa
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 24, 2020, for a grant of Federal funds for a project at or associated with the Colusa County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Colusa County Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 13-31 - Phase 1 (Design only)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $54,000.

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

$0 for planning
$54,000 airport development or noise program implementation; and,
$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And UniversalIdentifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

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B. May be increased by not more than 15 percent for development projects if funds are available;

C. May be increased by not more than 15 percent for land project if funds are available.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. **AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

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22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 07/14/2020, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

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SPECIAL CONDITIONS

25. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Laurie J. Suttmeier
(Typed Name)

Manager
(Title of FAA Official)

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this 1st day of Sept., 2020.

County of Colusa
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

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

By: Melissa Kitts **, Deputy**

By: Denise J Carter
(Typed Name of Sponsor's Authorized Official)

Title: Board Chair
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, MARCOS KROPF, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at COLUSA, CA (location) this 1 day of September, 2020

By: Marcos Kropf
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

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FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VIof the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

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d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part180 - OMBGuidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

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s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

   c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

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of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

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49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

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required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

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provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

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and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

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manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

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Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

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sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

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notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

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nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

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NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

NUMBER	TITLE
150/5395-1A	Seaplane Bases

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

COUNTY OF COLUSA

TASK ORDER NO. 1
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

CRACK SEAL RUNWAY 13-31
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

THIS Task Order No. 1 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design Services for the crack seal of Runway 13-31 project at the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 1.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed amount of $48,000 as set forth in Exhibits "A" and "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign

C20-157a

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

CONSULTANT

Date: 8/29/20

Reinard W. Brandley
Consulting Airport Engineer

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By Melissa Kitts, Deputy

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

EXHIBIT A

TASK ORDER NO. 1
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

CRACK SEAL RUNWAY 13-31
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

SCOPE OF WORK

The engineering design services included in Task Order No. 1 include design, preparation of plans and specifications, and services necessary through the bidding process of the Crack Seal of Runway 13-31 project at the Colusa County Airport. Engineering required during construction or close out of the construction phase are not included in this Task Order No. 1.

This project will be performed in four phases, as follows:

Phase 1 – Project Scoping – Meeting with staff and the County to determine the required scope of the project.

The total proposed fee for this work will be at hourly rates for a not to exceed fee of $3,900.

Phase 2 – Crack Surveys – A crack survey consisting of an aerial mapping survey (drone) along with a visual survey will be conducted for the purpose of accurately plotting the cracks that require sealing on the plans.

The total proposed fee for the crack surveys will be at hourly rates for a not to exceed fee of $7,100.

Phase 3 – Engineering Design and Preparation of Plans, Specifications, and Reports - The engineering design will include the following:

A. Engineering design and preparation of plans and specifications, Engineer's Report including Engineer's Estimate, and Construction Management Plan.

B. Create airspace case in OE/AAA – Construction Safety and Phasing Plan.

The total proposed fee for engineering design will be at hourly rates for a not to exceed fee of $25,000.

Phases 1, 2, and 3 will be completed within sixty calendar days after receipt of notice to proceed.

Phase 4 – Engineering During Bidding and Award – The services provided during bidding and award of the contract will include:

1. Assist County in printing and distributing final plans and specifications to prospective contractors.
2. Participate in a pre-bid meeting for all prospective contractors.
3. Respond to any questions and comments from prospective contractors.
4. Preparation of required addenda.
5. Assist County in awarding contract including preparation of Abstract of Bids and evaluation of bids.

The total proposed fee for Engineering During Bidding and Award will be at hourly rates for a not to exceed fee of $12,000.

Total Costs of Items Phases 1, 2, 3, and 4 = $48,000

The total contract amount for this work will not exceed $48,000 without prior approval of the County. The Standard Schedule of Hourly Rates is included as Table No. 1.

Table 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$300.00/Hour
Senior Engineer/Resident Engineer	$180.00/Hour
Junior Engineer	$110.00/Hour
Senior Drafter/Senior Inspector	$110.00/Hour
Junior Drafter/Junior Inspector	$85.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

EXHIBIT B

COLUSA COUNTY AIRPORT
COLUSA COUNTY, CALIFORNIA

2020 AIRPORT IMPROVEMENT PROGRAM

CRACK SEAL RUNWAY 13-31 - DESIGN

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
Project Scoping			
Principal Engineer	8.0	$ 300.00	$ 2,400.00
Project Manager	8.0	180.00	1,440.00
Mileage	130.0	0.58	75.40
Total Project Scoping			$ 3,915.40
Crack Surveys			
Drone Set Up:			
Project Manager	10.0	180.00	$ 1,800.00
GPS Survey Equipment Rental	-	-	350.00
Mileage	130.0	0.58	75.40
Drone Survey:			
Drone	6.0	200.00	1,200.00
Project Manager	10.0	180.00	1,800.00
Mileage	260.0	0.58	150.80
Visual Survey of Cracks	10.0	180.00	1,800.00
Total Crack Surveys			$ 7,176.20
Engineering Design: Engineering Services up through Preparation of Plans, Specifications, and Reports			
Principal Engineer	15.0	$ 300.00	$ 4,500.00
Project Manager	40.0	180.00	7,200.00
Junior Engineer	60.0	110.00	6,600.00
Senior Drafter	15.0	110.00	1,650.00
Project Administrator	30.0	100.00	3,000.00
Clerical	20.0	75.00	1,500.00
Mileage	130.0	0.58	75.40
Miscellaneous - Printing, Shipping, etc.			500.00
Total Engineering Design			$ 25,025.40
Engineering During Bid and Award			
Principal Engineer	15.0	$ 300.00	$ 4,500.00
Project Manager	27.0	180.00	4,860.00
Junior Engineer	15.0	110.00	1,650.00
Project Administrator	5.0	100.00	500.00
Clerical	5.0	75.00	375.00
Mileage	130.0	0.58	75.40
Total Project Scoping			$ 11,960.40
TOTAL			***$ 48,077.40***
TOTAL - Use			***$ 48,000.00***

Attachment: C20-157a (Task Order No. 1) FAA (3-06-0048-018-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	August 20, 2020
Airport/Planning Area	Colusa County
AIP Grant Number	3-06-0048-019-2020
Unique Entity Identifier	076108620

TO: County of Colusa
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 24, 2020, for a grant of Federal funds for a project at or associated with the Colusa County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Colusa County Airport (herein called the "Project") consisting of the following:

Update Pavement Maintenance Management Plan

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $100,000.

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

$0 for planning
$100,000 airport development or noise program implementation; and,
$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And UniversalIdentifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

B. May be increased by not more than 15 percent for development projects if funds are available;

C. May be increased by not more than 15 percent for land project if funds are available.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. **AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 07/14/2020, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

SPECIAL CONDITIONS

25. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

   a. Location of all runways, taxiways, and aprons;

   b. Dimensions;

   c. Type of pavement; and,

   d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

   a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

   b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   a. Inspection date;

   b. Location;

   c. Distress types; and

   d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

26. Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion

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of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Laurie J. Suttmeier
(Typed Name)

Manager
(Title of FAA Official)

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this 1st day of Sept., 2020.

County of Colusa
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

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

By Melissa Kittle **, Deputy**

By: Denise J. Carter
(Typed Name of Sponsor's Authorized Official)

Title: Board Chair
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, MARCOS KROFF, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at COLUSA, CA (location) this 1 day of September, 2020

By: _____
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

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FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]

f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VIof the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

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d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part180 - OMBGuidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

e. 14 CFR Part 150 - Airport noise compatibility planning.

f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]

i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

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s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

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of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

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49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

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required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

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provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

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and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

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manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

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Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing:

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

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sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

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notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

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nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

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NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

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NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

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NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

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NUMBER	TITLE
150/5395-1A	Seaplane Bases

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THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

COUNTY OF COLUSA

TASK ORDER NO. 2
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-019-2020

THIS Task Order No. 2 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Services for the preparation of a Pavement Maintenance Management Plan (PMMP) for existing pavements currently used at the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 2.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed fee of $95,000 as set forth in Exhibits "A" and "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign

C20-158

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

CONSULTANT

Date: 8/27/20

Reinard W. Brandley
Consulting Airport Engineer

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By

Melissa Kitts, Deputy

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

C20-158

EXHIBIT A

TASK ORDER NO. 2
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-019-2020

SCOPE OF WORK

Phase 1 - Pavement Structure Determination – The existing available as-built plans will be evaluated to determine the existing pavement sections. The Airport has limited geotechnical data available for use to develop this PMMP. In order to determine the existing strength of each pavement layer and the remaining life of each pavement section, detailed information about each pavement section on the airport must be determined prior to evaluating the non-destructive test data. A series of geotechnical borings and cores will be performed to determine the thickness of each layer of every pavement section and the subsoil on the airfield. The results will be summarized for future design projects and utilized with the non-destructive testing (NDT) performed in this project to supplement the pavement condition index data as recommended in Advisory Circular 150/5380-7B Item 2.2.1.2 and Advisory Circular 150/5320-6F Appendix C.

The total proposed fee for this work will be at hourly rates for a not to exceed fee of $25,500.

Phase 2 - Surface Condition Surveys – Pavements show distress and/or failure due to weathering, other environmental effects, age, traffic, and lack of maintenance. These distresses generally show up in the form of cracking, shoving, spalling, rutting, or other surface defects. A detailed visual inspection will be made of all pavements. The scope of investigation will be performed as set forth in ASTM D5340, Airport Pavement Condition Index Surveys. Once these surveys are complete, Pavement Condition Indexes will be assigned to each section of pavement.

The total proposed fee for the surface condition surveys will be at hourly rates for a not to exceed fee of $3,900.

Phase 3 – Falling Weight Deflectometer Testing – Deep-seated distress is a result of traffic passing over the pavement section and is a function of the type traffic (impact or static), the load on the tire, and the number of coverages. Deep-seated distress ultimately leads to total failure of the section including critical subgrades or subsoils. These failures are generally exhibited as rutting and map cracking within the ruts for flexible pavements and slab shattering, cracking, or deflections in rigid pavements. The failure is generally a fatigue-type failure and is a function of the type load and number of coverages. The Brandley Fatigue Analysis methodology and the FAA FAARFIELD methodology will be utilized to predict time of failure under loading. Non-destructive testing will be conducted to obtain the necessary basic data to evaluate these pavements. On areas where deep-seated distress analysis is required, all pavements are tested with the falling weight deflectometer with the spacing of the tests being 100 to 200 feet.

The total proposed fee for this testing will be at hourly rates for a not to exceed fee of $11,300.

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

Phase 4 – Engineering Analysis and Report including Rehabilitation Costs - Based on the surface distress surveys and the deep-seated distress analysis, forecast pavement life is evaluated, time and type of strengthening or rehabilitation or reconstruction of each section is ascertained, different types of strengthening, overlaying, or reconstruction are analyzed and cost benefit analyses are conducted. Recommended procedures for rehabilitation are then made for each section, including the time and type of repair and rehabilitation required. Once this is completed, then analyses are conducted to determine the most cost-effective rehabilitation and the time that this rehabilitation work should be performed. The evaluations conducted will not only provide recommendations for strengthening and rehabilitating pavement sections but will also provide recommendations for maintenance work required to extend the life of the pavements and improve riding and operating conditions for the pavements.

After the analysis and recommendations have been prepared for maintenance and rehabilitation, then preliminary cost analyses will be conducted to determine the estimated cost of the recommended maintenance and rehabilitation as well as the time at which each recommended work is accomplished. These data can be used to establish maintenance and rehabilitation budgets for the airport.

The total proposed fee for this analysis and report will be at hourly rates for a not to exceed fee of $54,300.

Total Costs of Items Phases 1, 2, 3, and 4 = $95,000

The total contract amount for this work will not exceed $95,000 without prior approval of the County. The Standard Schedule of Hourly Rates is included as Table No. 1.

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

Table No. 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$300.00/Hour
Senior Engineer/Resident Engineer	$180.00/Hour
Junior Engineer	$110.00/Hour
Senior Drafter/Senior Inspector	$110.00/Hour
Junior Drafter/Junior Inspector	$85.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

Falling Weight Deflectometer Testing

HWD Mobilization	$237/Hour
HWD Testing	$2,864/Day
HWD Equipment Set Up	$110/Each
HWD Per Diem	$227/Day
HWD Project Management	$232/Hour
HWD Photos – Lump Sum	$500

Geotechnical

Test Holes	$575/Each
Pavement Section Cores	$320/Each
Laboratory Testing – Gradations	$150/Each
Laboratory Testing – Atterberg Limits	$150/Each

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

EXHIBIT B

COLUSA COUNTY AIRPORT
COLUSA COUNTY, CALIFORNIA

2020 AIRPORT IMPROVEMENT PROGRAM

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

BREAKDOWN OF ENGINEERING FEES

Staff	Total Hours	Rate	Total
Pavement Structure Determination			
Geotechnical Test Holes	16 Test Holes	$ 575	$ 9,200.00
Pavement Section Cores	10 Cores	320	3,200.00
Principal Engineer- R.W. Brandley	10.0	300	3,000.00
Senior Engineer	36.0	180	6,480.00
Senior Drafter	16.0	110	1,760.00
Laboratory Testing - Gradations	6 Each	150	900.00
Laboratory Testing - Atterberg Limits	3 Each	150	450.00
Per Diem	2 Days	200	400.00
Mileage	130 miles	0.58	75.40
Total Pavement Structure Determination			$ 25,465.40
Falling Weight Deflectometer Testing			
Mobilization (From Ventura, CA)	18.0	$ 237	$ 4,266.00
HWD Testing	1 Day	2,864	2,864.00
HWD Equipment Set Up	1.0	110	110.00
HWD Per Diem	2 Days	227	454.00
HWD Photos - Lump Sum			500.00
HWD Project Management	4.0	232	928.00
Senior Engineer	12.0	180	2,160.00
Total Falling Weight Deflectometer			$ 11,282.00
Pavement Condition Index (PCI)			
Surface Condition Survey	8.0	$ 180.00	$ 1,440.00
Evaluation of Data	12.0	180.00	2,160.00
Per Diem	1 Days	200.00	200.00
Mileage	130 miles	0.58	75.40
Total PCI			$ 3,875.40
Engineering Analysis and Report			
Principal Engineer	40.0	$ 300.00	$ 12,000.00
Senior Engineer	160.0	180.00	28,800.00
Junior Engineer	100.0	110.00	11,000.00
Project Administrator	18.0	100.00	1,800.00
Clerical	10.0	75.00	750.00
Total Engineering & Report			$ 54,350.00
TOTALS			***$ 94,972.80***
TOTALS - Use			***$ 95,000.00***

Attachment: C20-158 (Task Order No. 2) FAA (3-06-0048-019-2020) (6415 : Assign Reinard W. Brandley Consulting contract to Brandley

Attachment: C20-228 Reinard Brandley - Task Order No. 3 (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

COUNTY OF COLUSA

TASK ORDER NO. 3
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES

THIS Task Order No. 3 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for On-Call Engineering Consulting for miscellaneous tasks anticipated for the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 3.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Attachment "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services in the time agreed to between COUNTY and CONSULTANT for each task.

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed amount of $25,000 as set forth in Attachment "A".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Standard Billing Rates

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 12/15/20

Denise J. Carter, Board Chair

CONSULTANT

Melissa S. Brandley Date: 10-19-2020

Melissa Brandley, P.E.
Project Manager/Project Engineer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-228 Reinard Brandley - Task Order No. 3 (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

EXHIBIT A

TASK ORDER NO. 3
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

SCOPE OF WORK

The engineering services included in Task Order No. 3 consist of on-call engineering for miscellaneous work anticipated for the Colusa County Airport.

The types of services anticipated are:

- General Engineering & Consulting Services
- Preparation of annual Airport Capital Improvement Plan (ACIP)
- Preparation of Applications for Federal Assistance for funding of specific projects
- Preparation of Categorical Exclusions (Cat Ex) and other environmental documents for specific projects
- Engineering review of private improvements at the Colusa County Airport
- Special project consultation as needed by County.

The total proposed amount for on-call engineering services will be at hourly rates for a not to exceed fee of $25,000.

Attachment: C20-228 Reinard Brandley - Task Order No. 3 (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

Attachment: C20-228 Reinard Brandley - Task Order No. 3 (6415 : Assign Reinard W. Brandley Consulting contract to Brandley Engineering, Inc)

TABLE NO. 1

REINARD W. BRANDLEY
CONSULTING AIRPORT ENGINEER

STANDARD BILLING RATES

Description	Rate
Principal Engineer	$300/Hour
Project Manager/Senior Engineer	$180/Hour
Junior Engineer	$110/Hour
Senior Drafter	$110/Hour
Project Administrator	$100/Hour
Clerical	$75/Hour
Per Diem	$200/Day
Mileage	$0.58/Mile
Vehicle Rental	$40/Day

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Assign County Contract No. C19-137 to McCullough Excavating, LLC**

Approve assignment of County Contract No. C19-137 with David M. McCullough Excavating for Construction Rental Equipment With Operator to **McCullough Excavating, LLC.**

Detailed Description/Background of request

The County has received a request to assign all rights, title, and interests in Contract No. C19-137 to McCullough Excavating, LLC.

Effective January 1, 2021 David M. McCullough Excavating will be doing business as McCullough Excavating LLC per letter received on December 21, 2020. Equipment, personnel and California State Contractors License will remain unchanged, as well as the DIR number.

Prior Board Action

Approved C19-137 on July 30, 2019

Fiscal Impact/Funding Source

No fiscal impact for assignment.

Action for the Clerk

Notify DPW, Auditor and McCullough of Board action, Change name on contract, CBO in contracts folder and to DPW.

ATTACHMENTS:

- C19-137 David M. McCullough (PDF)
- Letter & Secretary of State Filing (PDF)

C 19-137

Contract for Construction Rental Equipment with Operator

This Contract for Construction Rental Equipment with an Operator ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and David M. McCollough ("Contractor"), a sole proprietor dba David M. McCollough Excavating. This is a public works contract subject to prevailing wage rates and Department of Industrial Relations registration.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction equipment and an operator to operate the equipment for use by the County for maintenance projects on county roadways and property throughout Colusa County on an as-needed basis. 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.

2. **Term:** This Contract shall begin on July 1, 2019 and terminate on June 30, 2022.

3. **Compensation:** County will pay Contractor compensation in accordance with the schedule set forth in Attachment "A". Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld 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 equipment 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.
      4) Include the hourly rate and the number of hours the equipment was utilized.
      5) Include type of equipment rented.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C 19-137

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 five (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 five (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.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C 19-137

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, 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.

8. **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.

9. **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 thirty (30) days prior to such change.

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($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 one million dollars ($1,000,000) for each accident for bodily injury or property damage.

   D. **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

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C19-137

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;

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 thirty (30) days written notice certain to County.

E. **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.

F. **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.

10. **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.

11.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

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C19-137

pursuant to this Contract by Contractor and any subcontractor.

12. 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.

13. 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.

14. 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:	County of Colusa Department of Public Works 1215 Market Street Colusa, CA 95932 530-458-0466
If to Contractor:	David M. McCollough Excavating 6676 Harrington Ave. Arbuckle, CA 95912 530.476.3100

15. 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.

16. 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.

17. Waiver: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

18. 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.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C19-137

19. **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.

20. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    a. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    b. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    c. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

21. **Prevailing Wage Rates:** Prevailing wage rates apply to the work provided under this contract. 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.

22. **DIR Registration**: Contractor and any subcontractors shall register with the California Department of Industrial Relations (DIR) as required by law. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

C 19-137

23. 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.

24. 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.

25. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" – RFB Construction Rental Equipment with Operator

COUNTY OF COLUSA

7/30/19

Kent S. Boes, Board Chair

DAVID M. MCCOLLOUGH dba DAVID M. MCCULLOUGH EXCAVATING

David M McCollough

David M. McCollough, Owner

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Patricia R,
Patricia Rodriguez, Deputy

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

ATTACHMENT "A"

COUNTY OF COLUSA

PUBLIC WORKS DEPARTMENT

REQUEST FOR BIDS

CONSTRUCTION RENTAL EQUIPMENT WITH AN OPERATOR

DUE DATE: June 21, 2019 at 2:00 p.m.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

REQUEST FOR BIDS

The County of Colusa, Public Works Department, is seeking sealed bids for Construction Rental Equipment **with** an Operator for work as needed July 1, 2019 through June 30, 2022 Bids shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA 95932 as per specifications attached herewith This is a public works contract subject to prevailing wage rates and DIR registration.

TERMS AND CONDITIONS:

To provide construction rental equipment, with an operator, for use by the County for maintenance projects on County roadways and property throughout Colusa County on an as-needed basis.

The County intends to enter into multiple work order contracts for road maintenance rental equipment for a term ending June 30, 2022

Each work order will be given during the contract term based on proximity to location of the current job, availability of contractor equipment and overall suitability of the equipment for the specified job. Each successful bidder is to understand that even if a bidder meets the requirements of any specific job outlined by the county, the county is under no obligation to grant work orders to any particular work order contractor entered into as a result of this bidding process.

Each work order will be based on the rate sheet and pricing index submitted by the contractor in its bid to be used each time a work order is awarded under the contract.

What is being solicited in this bidding process is the ability to meet and maintain the work order contract general qualifications and an acceptable availability status of the rental equipment for the term of the work order contract.

Equipment that may become available by contractor throughout the term of the contract may be included for use by the county provided the contractor provides written notice to the county of its availability and the rates for use.

Any transportation expenses that may be deemed necessary will be negotiated and outlined with the individual work order.

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

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

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 subcontractor's 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).

THE CONTRACT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

The Contractor shall possess all insurance and licenses for the type of work included in the contract at the time the contract is awarded.

The Contractor awarded this Project will be required to sign a County Contract. A draft copy is attached to this RFB.

Bids shall be submitted on or before June 21, 2019 at 2:00 p.m. at which time they will be opened, read aloud and recorded by the County

Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932

Please include two (2) copies of bid document in a sealed envelope clearly marked
"Construction Rental Equipment with an Operator"

Any questions regarding this RFB can be submitted to the Public Purchase Website:

https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

until 2 00 p.m. on June 18, 2019 Any addenda issued shall be included in the bid proposal.

All information requested of the Vendor shall be entered on the Colusa County Bid Worksheet included with this bid package.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid Corrections shall be initialed in ink by the person signing the Bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Bids must be submitted by the closing date or prior to the time specified to be considered.

Any Bid tendered after the time specified will be returned to the Vendor.

All Bid prices shall be F O.B. County of Colusa.

Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date.

Bid prices shall remain firm for a minimum of ninety (90) days after award to cover subsequent purchase requirement.

Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

Upon submission of Bid, all such documents shall become the property of the County.

No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof.

The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contracts Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

All subcontractors (if any), and their corresponding license number, shall be listed on a *Subcontractor List*. The subcontractor's portion of the work they will complete must be included

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

BID WORKSHEET

WORK ORDER CONTRACT

CONSTRUCTION RENTAL EQUIPMENT WITH AN OPERATOR

Business/Bidder Name: David M. McCullough Excavating			
Address: 6676 Harrington Ave			
City Arbuckle	State CA	Zip Code 95912	Phone 530-476-3100
DIR# 1000048963		Primary Contact Person/Title	Dave / Owner

PROPOSAL RATE SHEET

✓ Please attach a brochure or rental guide (if available)

✓ Provide a listing of available equipment for use under a work order contract and price according to equipment.

MAKE & MODEL	HOURLY RATE	WEEKLY RATE	MONTHLY RATE
2016 CASE CX250D Excavator/thumb	170.00	6,120.00	23,800.00
2012 CASE CX250 C Excavator/thumb	170.00	6,120.00	23,800.00
2008 CASE CX240B Excavator/thumb	165 00	5,940 00	23,100 00
2007 CASE CX240B Excavator/Thumb	165 00	5,940.00	23,100.00
CASE 580SM Wheel backhoe/Loader	125 00	4,500.00	17,500.00
Kabota Tractor / Disc or Scraper	100 00	3600 00	14,000.00
Kaboto Tractor/10'flail mower	110.00	3,960.00	15,800.00
Link belt Long Reach Excavator	230.00	8,280.00	32,200.00
CASE TR-270 Track Skid Steer/attach	125 00	4500.00	17,500.00
CASE 580 SM Backhoe/Breaker	225.00	8,100 00	31,500.00
CASE DV36 Double Drumb Roller	110.00	3960 00	15,800.00
Murray Low bed	150.00	N/A	N/A
Yanmar V1035 Rubber Track/Thumb	105.00	3,7800	14,700.00

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

MAKE & MODEL	HOURLY RATE	WEEKLY RATE	MONTHLY RATE
Yanmar 12,000lb Vio55 Rubber Track/Thumb	115.00	4,140.00	16,100.00
Yanmar 22,000lb SV100 Rubber Track/thumb	140.00	5,040.00	18,600.00
Yanmar SV100 W/Hammer	245.00	8,820.00	36,900.00
Komatsu Zero Swing / Hammer	425.00	15,300.00	59,500.00
500 Gal. Vac Trailer	125.00	4,500.00	17,800.00
Peterbuilt 3800 Gal Water Truck	130.00	4,680.00	18,200.00
Peterbuilt Truck/End Dump	140.00	5,040.00	19,600.00
Peterbuilt Truck / Flat Deck	125.00	4,500.00	17,500.00
D-6 CAT Dozer	195.00	7,020.00	27,300.00

CONTRACTOR NARRATIVE: This space is to be used for bidders to outline any additional qualifications over and above those required for bidding. Please include any special licenses, certificates, or experience that may be relevant for work completed under work orders for the County of Colusa. Completion of this section is not a requirement of this bid package. It is only a tool for bidders to provide additional information relevant to this business operation.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

3.9.a

MAKE & MODEL	HOURLY RATE	DAILY RATE	MONTHLY RATE

CONTRACTOR NARRATIVE: This space is to be used for bidders to outline any additional qualifications over and above those required for bidding. Please include any special licenses, certificates, or experience that may be relevant for work completed under work orders for the County of Colusa. Completion of this section is not a requirement of this bid package. It is only a tool for bidders to provide additional information relevant to this business operation:

I have been self-employed in the excavating business in Colusa County since 1973. I have been a state licensed contractor since 1988. My California State Contractors License is 535327. My Division of Occupational Safety and Health number is 2019-901931.

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to

This proposal is submitted to provide maintenance equipment rental with an operator under a work order contract terminating June 30, 2022. Individual work orders will pertain to providing of construction rental equipment with an operator for various maintenance projects on county roadways and property through Colusa County. The rates to be charged or the formula to determine the rate at the time the work order is entered into shall be provided within this page. This page may be duplicated as necessary.

By signing below you are agreeing into contract documents upon successful bidding to provide construction rental equipment at the rates in your proposal for the term of the contract.

This bid is made this 19 day of June, 2019.

David M McCullough
Signature

David M. McCullough
Print Name

Attachment: C19-137 David M. McCullough (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

McCullough Excavating, LLC

6676 Harrington Ave.

Arbuckle, CA. 95912

530-304-3100 – office

RECEIVED
DEC 28 2020
Colusa County Public Works

Colusa County Dept. of Public Works

December 21, 2020

Mike Azevedo

1215 Market St.

Colusa, CA. 95932

Dear Mike,

Effective January 1, 2021 David M. McCullough Excavating will be doing business as McCullough Excavating, LLC.

Equipment, personnel and California State Contractors License (535327) will remain unchanged, as well as our DIR number.

Our new Federal Tax ID # is 85-4209564.

Sincerely,

David M. McCullough

Attachment: Letter & Secretary of State Filing (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: DAVID MCCULLOUGH EXCAVATING LLC

Entity (File) Number: 202007210871
File Date: 03/04/2020
Entity Type: Domestic LLC
Jurisdiction: California

Detailed Filing Information

1. Entity Name: DAVID MCCULLOUGH EXCAVATING LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 6676 Harrington Avenue
   Arbuckle, California 95912
   United States

   b. Initial Mailing Address: 6676 Harrington Avenue
   Arbuckle, California 95912
   United States

3. Agent for Service of Process: DAVID M MCCULLOUGH
   6676 Harrington Ave, Arbuckle, CA 95912
   Arbuckle California 95912
   United States

4. Management Structure: More than One Manager

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: DAVID R. NELSON

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Attachment: Letter & Secretary of State Filing (6417 : Assign Contract No. C19-137 to McCullough Excavating, LLC)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Assign County Contract No. C19-142 to McCullough Excavating, LLC**

Approve assignment of County Contract No. C19-142 with David M. McCullough Excavating for Construction Rental Equipment Without Operator to **McCullough Excavating, LLC.**

Detailed Description/Background of request

The County has received a request to assign all rights, title, and interests in Contract No. C19-142 to McCullough Excavating, LLC.

Effective January 1, 2021 David M. McCullough Excavating will be doing business as McCullough Excavating LLC per letter received on December 21, 2020. Equipment, personnel and California State Contractors License will remain unchanged, as well as the DIR number.

Prior Board Action

Approved C19-142 on July 30, 2019

Fiscal Impact/Funding Source

No fiscal impact for assignment.

Action for the Clerk

Notify DPW, Auditor and McCullough of Board action, Change name on contract, CBO in contracts folder and to DPW.

ATTACHMENTS:

- C19-142 David M. McCullough (PDF)
- Letter & Secretary of State Filing (PDF)

C19-142

Contract for Construction Rental Equipment Without Operator

This Contract for Construction Rental Equipment without Operator ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and David M. McCullough ("Contractor"), an individual.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction rental equipment for use by the County for maintenance projects on County roadways and property throughout Colusa County on an as-needed basis. 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.

2. **Term:** This Contract shall begin on July 1, 2019 and terminate on June 30, 2022.

3. **Compensation:** County will pay Contractor compensation in accordance with the schedule set forth in Attachment A. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of the equipment 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.
   4) Include the hourly rate and the number of hours the equipment was utilized.
   5) Include type of equipment rented.
   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.

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

C19-142

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 five (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 five (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.

7. **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, 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.

8. **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.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

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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 thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($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 one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **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;

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;

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

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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 thirty (30) days written notice certain to County.

E. **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.

F. **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.

10. **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.

11. **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.

12. **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.

13. **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.

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

C19-142

If to County:	County of Colusa Department of Public Works 1215 Market Street Colusa, CA 95932 530-458-0466
If to Contractor:	David M. McCullough 6676 Harrington Ave Arbuckle, CA 95912 530.476.3100

14. **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.

15. **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.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **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.

18. **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.

19. **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.

20. **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

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

C 19 - 142

and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" – RFB Construction Rental Equipment without Operator

COUNTY OF COLUSA

7/30/19

Kent S. Boes, Board Chair

DAVID M. MCCULLOUGH

David M. McCullough, Owner

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By _____,
Patricia Rodriguez, Deputy

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

ATTACHMENT "A"

COUNTY OF COLUSA

PUBLIC WORKS DEPARTMENT

REQUEST FOR BIDS

CONSTRUCTION RENTAL EQUIPMENT WITHOUT OPERATOR

DUE DATE: June 21, 2019 at 2:30 p.m.

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

REQUEST FOR BIDS

The County of Colusa, Public Works Department, is seeking sealed bids for Construction Rental Equipment **without** an Operator for work as needed July 1, 2019 through June 30, 2022 Bids shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA 95932 as per specifications attached herewith.

TERMS AND CONDITIONS:

To provide construction rental equipment for use by the County for maintenance projects on County roadways and property throughout Colusa County on an as-needed basis.

The County intends to enter into multiple work order contracts for road maintenance rental equipment for a term ending June 30, 2022.

Each work order will be given during the contract term based on proximity to location of the current job, availability of contractor equipment and overall suitability of the equipment for the specified job. Each successful bidder is to understand that even if a bidder meets the requirements of any specific job outlined by the county, the county is under no obligation to grant work orders to any particular work order contractor entered into as a result of this bidding process.

Each work order will be based on the rate sheet and pricing index submitted by the Contractor in its bid to be used each time a work order is awarded under the contract.

What is being solicited in this bidding process is the ability to meet and maintain the work order contract general qualifications and an acceptable availability status of the rental equipment for the term of the work order contract.

Equipment that may become available by contractor throughout the term of the contract may be included for use by the county provided the contractor provides written notice to the county of its availability and the rates for use.

Any transportation expenses that may be deemed necessary will be negotiated and outlined with the individual work order.

THE CONTRACT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

The Contractor shall possess all insurance and licenses for the type of work included in the contract at the time the contract is awarded. *(Please see attached contract)*

The Contractor awarded this Project will be required to sign a County Contract. A draft copy is attached to this RFB

Bids shall be submitted on or before June 21, 2019 at 2.30 p.m at which time they will be opened, read aloud, and recorded by the County.

Place: All Bids shall be delivered to.

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932

Please include two (2) copies of bid document in a sealed envelope clearly marked **"Construction Rental Equipment without Operator"**

Any questions regarding this RFB can be submitted to the Public Purchase Website:

https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

until 2:00 p.m. June 18, 2019. Any addenda issued shall be included in the bid proposal. All information requested of the Vendor shall be entered on the Colusa County Bid Worksheet included with this bid package.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid Corrections shall be initialed in ink by the person signing the Bid

Corrections and/or modifications received after the closing time specified will not be accepted.

Bids must be submitted by the closing date or prior to the time specified to be considered.

Any Bid tendered after the time specified will be returned to the Vendor.

All Bid prices shall be F.O.B. County of Colusa.

Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date

Bid prices shall remain firm for a minimum of ninety (90) days after award to cover subsequent purchase requirement

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

Upon submission of Bid, all such documents shall become the property of the County.

No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof

The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contracts Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

All subcontractors (if any), and their corresponding license number, shall be listed on a *Subcontractor List*. The subcontractor's portion of the work they will complete must be included.

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

BID WORKSHEET

WORK ORDER CONTRACT

CONSTRUCTION RENTAL EQUIPMENT WITHOUT OPERATOR

Business/Bidder Name. David M. McCullough Excavating			
Address. 6676 Harrington Ave			
City Arbuckle	State CA	Zip Code 95912	Phone 530-476-3100
Federal Employer 94-2739533		Primary Contact Person/Title Dave / Owner	

PROPOSAL RATE SHEET

✓ Please attach a brochure or rental guide (if available)

✓ Provide a listing of available equipment for use under a work order contract and price according to equipment.

MAKE & MODEL	HOURLY RATE	WEEKLY RATE	MONTHLY RATE
2014 CASE 570N Loader/Scraper	53 00	1,908 00	7,420 00
2012 Hundai 730 2½ yd Loader	95 00	3,420.00	13,300 00
2014 Yanmar V1035 8K 16 Mini Exc.	47.00	1,692.00	6,580.00
2014 Yanmar V1045 10K 16	51 00	1,836 00	7,140 00
2014 Yanmar V1055 12K 16	53 00	1,908 00	7,420 00
2014 Yanmar V1080 18K	65 00	2,340.00	9,100.00
2014 Yanmar 10100 22 16	73 00	2,628 00	10,220.00
Light Towers	25 00	900 00	3,500.00
Water Wagon	20 00	720 00	2,800 00

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

C19-142

3.10.a

MAKE & MODEL	HOURLY RATE	DAILY RATE	MONTHLY RATE

CONTRACTOR NARRATIVE: This space is to be used for bidders to outline any additional qualifications over and above those required for bidding Please include any special licenses, certificates, or experience that may be relevant for work completed under work orders for the County of Colusa. Completion of this section is not a requirement of this bid package. It is only a tool for bidders to provide additional information relevant to this business operation:

I have been self-employed in the excavating business in Colusa County since 1973. I have been a state licensed contractor since 1988. My California State Contractors License is 535327 My Division of Occupational Safety and Health number is 2019-901931.

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

This proposal is submitted to provide maintenance equipment rental without operator under a work order contract terminating June 30, 2022. Individual work orders will pertain to providing of construction rental equipment without an operator for various maintenance projects on county roadways and property through Colusa County. The rates to be charged or the formula to determine the rate at the time the work order is entered into shall be provided within this page. This page may be duplicated as necessary.

By signing below you are agreeing into contract documents upon successful bidding to provide construction rental equipment at the rates in your proposal for the term of the contract.

This bid is made this 19th day of June, 2019

David M McCullough
Signature

David M. McCullough
Print Name

Attachment: C19-142 David M. McCullough (6418 : Assign Contract No. C19-142 to

McCullough Excavating, LLC

6676 Harrington Ave.

Arbuckle, CA. 95912

530-304-3100 – office

RECEIVED
DEC 28 2020
Colusa County Public Works

Colusa County Dept. of Public Works

December 21, 2020

Mike Azevedo

1215 Market St.

Colusa, CA. 95932

Dear Mike,

Effective January 1, 2021 David M. McCullough Excavating will be doing business as McCullough Excavating, LLC.

Equipment, personnel and California State Contractors License (535327) will remain unchanged, as well as our DIR number.

Our new Federal Tax ID # is 85-4209564.

Sincerely,

David M. McCullough

Attachment: Letter & Secretary of State Filing (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: DAVID MCCULLOUGH EXCAVATING LLC

Entity (File) Number: 202007210871
File Date: 03/04/2020
Entity Type: Domestic LLC
Jurisdiction: California

Detailed Filing Information

1. Entity Name: DAVID MCCULLOUGH EXCAVATING LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 6676 Harrington Avenue
   Arbuckle, California 95912
   United States

   b. Initial Mailing Address: 6676 Harrington Avenue
   Arbuckle, California 95912
   United States

3. Agent for Service of Process: DAVID M MCCULLOUGH
   6676 Harrington Ave, Arbuckle, CA 95912
   Arbuckle California 95912
   United States

4. Management Structure: More than One Manager

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: DAVID R. NELSON

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Attachment: Letter & Secretary of State Filing (6418 : Assign Contract No. C19-142 to McCullough Excavating, LLC)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Sheriff**

FROM: **Janice Bell**

SUBJECT: **Resolution Authorizing Sheriff/OES Director to sign documents for ongoing FY 2020 State Homeland Security Grant Program**

Adopt Resolution authorizing Sheriff/OES Director or his designee to sign grant application documents, receive and expend funds outlined in spending plan for ongoing State Homeland Security Grant Program.

Detailed Description/Background of request

The Sheriff's Office of Emergency Services is participating in the ongoing CalOES State Homeland Security Grant Program for FY2020. The priorities under this funding address reimbursement for equipment, training, planning and maintenance and operations of the OES, Emergency Operations Center and Mobile Emergency Operations Center. An Approval Authority comprised of local and city law, fire and EMS leaders guides allocations after mandatory allocations are met. CalOES requires a new Signature Authority to complete the grant application. Application is otherwise approved by CalOES. Spending plan and grant guidance documents included here.

Prior Board Action

Resolution No. 17-004

Fiscal Impact/Funding Source

$97,689 awarded with no local cost match required.

Action for the Clerk

Please return one original to County OES for file copy.

ATTACHMENTS:

- Signature Resolution FY2020-21, FY2021-22, FY2022-23 (DOC)
- FY20 SHSGP Supplemental Docs and Award Letter (PDF)
- FY20 SHSGP GBR GMM and Form (PDF)
- FY 20 HSGP Colusa FMFW Application.Approved.JL.1.25.21 (PDF)
- FY 20 HSGP Spending Plan (PDF)

RESOLUTION NO. 21- **P.A. No.:011-00000**

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SHERIFF-CORONER/OES DIRECTOR OR HIS DESIGNEES TO RECEIVE GRANT FUNDS PURSUANT TO AN APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE

WHEREAS, the California Governor's Office of Emergency Services is subgranted federal financial assistance provided by the Federal Department of Homeland Security, in turn offering grant programs to City, County and Tribal entities;

WHEREAS, State Homeland Security Grant Programs are available for FY2020-2021, FY2021-2022, and FY2022-2023 to prepare Operational Areas for all-hazards response; and

WHEREAS, the County has been notified of a subrecipient subaward approval for the fiscal year 2020 Homeland Security Grant Program Subaward #2020-0095.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff-Coroner/OES Director or his designee is authorized to sign, receive and expend grant funds under Subaward #2020-0095 for and on behalf of the County through its Office of Emergency Services.

PASSED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

By:_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Signature Resolution FY2020-21, FY2021-22, FY2022-23 [Revision 3] (6363 : Resolution Authorizing Signature Authority for FY2020

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 23, 2020

Joe Garofalo
Sheriff-Coroner, OES Director
Colusa County
929 Bridge Street
Colusa, CA 95932

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#011-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Sheriff Garofalo:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of $97,689. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Joe Garofalo
Colusa County

10-27-2020
Date

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of $25,000 or more as of October 1, 2010.
   NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
   a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
   b. $25,000,000 or more in annual gross revenues from Federal awards; **and**
   c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☒ Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Federal Funding Accounting and Transparency Act (FFATA)
Financial Disclosure

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Colusa County

Signature of Authorized Agent:

Printed Name of Authorized Agent: Joe Garofalo

Title: Sheriff-Coroner Date: 10/27/20

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Initials_____

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: Colusa County

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Joe Garofalo

Title: Sheriff- Coroner Date: 09/02/20

Initials _____

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:
   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. **Non-Discrimination and Equal Employment Opportunity**
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

Initials _____

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

Cal OES
GOVERNOR'S OFFICE
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For Cal OES Federal Non-Disaster Grant Programs

8. **Audits**
For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. **Access to Records**
In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. **Conflict of Interest**
The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. **Financial Management**
False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. **Reporting - Accountability**
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. **Whistleblower Protections**
The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

Initials _____

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(c) Assist the awarding agency in assuring compliance with Section 106 of the
(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

Initials

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials: _____

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

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For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

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30. Non-supplanting Requirement
All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM
All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

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35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient County of Colusa **Duns#** 76108620 **FIPS#** 011-00000
Disaster/Program Title: FY2020 State Homeland Security Grant Program
Performance Period: 07/01/20 **to** 06/30/22 **Subaward Amount Requested:** $ 97,689
Type of Non-Federal Entity (Check Box): ☐ State Gov. ☑ Local Gov. ☐ JPA ☐ Non-Profit ☐ Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	<3 years
3. How many grants does your organization currently receive?	3-10 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 249,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 11/02/2020
Print Name and Title: Joe Garofalo, Sheriff-Coroner	**Phone Number:** 530-458-0218
Cal OES Staff Only: SUBAWARD #	

Attachment: FY20 SHSGP Supplemental Docs and Award Letter (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

GRANT MANAGEMENT MEMORANDUM
GMM 2020-18

Date: August 28, 2020

To: All California Governor's Office of Emergency Services (Cal OES) Emergency Management Performance Grant (EMPG) Program and Homeland Security Grant Program (HSGP) subrecipients

From: Cal OES Grants Management

Subject: Fiscal Year 2020 Governing Body Resolution (GBR)

Cal OES is providing this advance notice to EMPG and HSGP subrecipients regarding changes to the FY 2020 GBR requirements.

The GBR appoints Authorized Agents (AAs) which are identified by the individual's name or by a position title to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward.

All Applicants are required to submit a copy of an approved GBR with their grant application. Starting in FY 2020, Resolutions may be valid for up to three grant years for both EMPG and HSGP subawards, given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2020, FY 2021, FY 2022); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify one grant program will only be valid for one program. Resolutions that do not identify applicable grant years will only be valid for one grant year.

Attachment: FY20 SHSGP GBR GMM and Form (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland Security Grant

Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

At this time, you are not required to submit your GBR. We anticipate the California State Supplemental Guidances covering the FY 2020 EMPG and HSGP awards, instructions to submit final application materials, along with an announcement of the webinar dates, will be released in the coming months.

If you have any questions regarding this GMM, please contact your Cal OES Program Representative.

Attachment: FY20 SHSGP GBR GMM and Form (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland Security Grant

RESOLUTION NO._____ **P.A. No.:011-00000**

DESIGNATION OF
APPLICANT'S AGENT RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COLUSA COUNTY, STATE OF CALIFORNIA that they hereby authorize the following individuals to execute for and on behalf of the COLUSA COUNTY OFFICE OF EMERGENCY SERVICES, a public entity established under the laws of the STATE OF CALIFORNIA, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security, and sub-granted through the State of California Office of Emergency Services for FY2020-21, FY2021-22 and FY2022-23 for all State Homeland Security Grant Programs and Emergency Management Performance Grant and Supplemental Grant Programs.

COLUSA COUNTY SHERIFF- CORONER/OES DIRECTOR, or

OES COORDINATOR

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this_____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

_____
Denise J. Carter, Board Chair

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

By:_____
Ann Nordyke, Deputy

APPROVED AS TO FORM:

_____
Marcos Kropf
County Counsel

Attachment: FY20 SHSGP GBR GMM and Form (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland Security Grant

(Cal OES Use Only)

Cal OES #		FIPS #	011-00000	VS#		Subaward #	2020-0095

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: Colusa County **1a. DUNS#:** 076108620

2. Implementing Agency: Colusa County OES **2a. DUNS#:** 076108620

3. Implementing Agency Address: 929 Bridge Street (Street) Colusa (City) 95932-2837 (Zip+4)

4. Location of Project: Colusa (City) Colusa (County) 95932-2837 (Zip+4)

5. Disaster/Program Title: FY 20 State Homeland Security Grant Program **6. Performance Period:** 09/01/2020 (Start Date) **to** 08/31/2023 (End Date)

7. Indirect Cost Rate: N/A **Federally Approved ICR** (if applicable): %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	HSGP-SHSP		$97,689				$0	$97,689
9.	Select	Select						$0	$0
10.	Select	Select						$0	$0
11.	Select	Select						$0	$0
12.	Select	Select						$0	$0
Total	**Project**	**Cost**	$0	$97,689	$97,689	$0	$0	$0	$97,689

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Joe Garofalo Title: Sheriff-Coroner/OES Director

Payment Mailing Address: 929 Bridge Street City: Colusa Zip Code+4: 95932-2837

Signature: Date: 11/12/2020

16.Federal Employer ID Number:

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

Attachment: FY 20 HSGP Colusa FMFW Application.Approved.JL.1.25.21 (6363 : Resolution Authorizing Signature Authority for FY2020 State

Equipment/Description	Assignment	Grant Award Total $97,689
One (1) Antenna Tower	All County Agencies	$56,004
Eight (8) Portable Radios and accessories	For Sheriff's Office	$16,633
Four (4) Defibrillators	For County Fire Departments	$5,072
Two (2) Portable Multi-gas Detectors	For County Fire Departments	$5,080
Two Hundred Thirteen (213) Cybersecurity Software Systems	For County IT	$4,900
Four (4) Forward Looking Infrared Devices (FLIR)	For County Fire Departments	$5,200
Office Supplies	All County Agencies	$4,800

Attachment: FY 20 HSGP Spending Plan (6363 : Resolution Authorizing Signature Authority for FY2020 State Homeland Security Grant

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Auditor**

FROM: **Patricia Rodriguez**

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

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Consider Letter of Support to CSAC for IHSS collective bargaining budget proposal**

Approve a Letter to Senator Talamantes-Eggman and Assemby Member Arambula in support of the IHSS collective bargaining budget proposal cosponsored by CSAC, RCRC, CAPA, CWDA, UCC, UDW/AFSCME Local 3930 and SEIU California, and authorize the Chair to sign.

Detailed Description/Background of request

A collective bargaining budget proposal for In-Home Support Services (IHSS) funding has been crafted and submitted to the State Budget Subcommittees for consideration. The proposal is cosponsored by California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), California Welfare Directors Association (CDWA) Urban Counties Coalition (UCC), and California Association of Public Authorities (CAPA), and the two IHSS provider unions - UDW/AFSCME Local 3930 and SEIU California. The goal of this proposal is to maintain the existing IHSS collective bargaining funding mechanisms. These fiscal tools have been essential to IHSS collective bargaining progress with counties finalizing 24 new agreements under the IHSS MOE that was enacted on July 1, 2019. Including our County who recently reached an agreement with our IHSS workers.

Budget Proposal Details
Under current law, counties are responsible for 35 percent of the nonfederal share and the state participates in 65 percent of the nonfederal share of cost for locally negotiated increases to IHSS provider wages and benefits. This applies to increases under the state participation cap, but there is a tool available that allows a county to receive state participation in a specified amount above that cap. On January 1, 2022, two changes are set to occur that will make it more difficult to reach agreements. The historic sharing ratio will flip so that counties would instead be responsible for 65 percent of the nonfederal share and the tool for participation above the cap would no longer be available. The budget proposal would preserve the existing funding mechanisms by maintaining the current sharing ratio and extending the use of the tool for participation above the cap.

CSAC is respectfully requesting individual counties to submit letters of support for this budget proposal. IHSS is anticipated to be on the hearing agenda for both the Senate and Assembly Budget HHS Subcommittees in early March.

Prior Board Action

None

Fiscal Impact/Funding Source

On January 1, 2022, the historic sharing ratio will flip so that counties would be responsible for 65 percent of the nonfederal share and the tool for participation above the cap would no longer be available, causing the County's costs for IHSS services to nearly double. This increased cost would come from Social Services Realignment funds, and should those funds be exhausted, then it would be a General Fund obligation.

Action for the Clerk

Obtain signature of Chair Evans and email to HBE for distribution to addressees and ccs.

ATTACHMENTS:

- IHSS state budget proposal support FY21-22 (DOC)
- County and Union Coalition IHSS Proposal Asm Sub 1 1-25-21 (PDF)

J. MERCED CORONA, DISTRICT I
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
DENISE J. CARTER, 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 2, 2021

The Honorable Susan Talamantes Eggman
Chair, Senate Budget and Fiscal Review Subcommittee #3
State Capitol, Room 4052
Sacramento, CA 95814

The Honorable Joaquin Arambula, M.D.
Chair, Assembly Budget Subcommittee #1
State Capitol, Room 5155
Sacramento, CA 95814

Re: Support for IHSS Collective Bargaining Budget Proposal

Dear Senator Talamantes Eggman and Assembly Member Arambula:

Colusa County writes in strong support of the county and union coalition In-Home Supportive Services (IHSS) collective bargaining budget proposal. The budget proposal cosponsored by CSAC, CAPA, CWDA, UCC, RCRC, UDW/AFSCME Local 3930, and SEIU California would maintain the current fiscal tools that are essential in local bargaining to reach agreement for IHSS wages and benefits increases.

Existing Collective Bargaining Funding Mechanisms
Under current law, counties and the state share the nonfederal cost for locally negotiated increases to wages and health benefits for IHSS providers. Counties are responsible for 35 percent of the nonfederal share and the state participates in 65 percent of the nonfederal share of cost for increases up to the state participation cap, which is set at $1.10 above the state minimum wage. For increases above that amount, the county is responsible for 100 percent of the nonfederal share. However, there is a tool available, referred to as the ten percent over three years tool, that allows the county to receive state participation above the state participation cap. With this tool, the state will participate above the state participation cap at the 65 percent share of cost in a cumulative total of up to a ten percent increase in the sum of the combined total of changes in wages or health benefits, or both, over a three-year period.

The current sharing ratio and ten percent over three years tool, combined with the wage supplement tool and the new county IHSS Maintenance of Effort (MOE), have resulted in an increased number of collective bargaining agreements being reached. In the first 18 months of the new IHSS MOE that was enacted on July 1, 2019, county Public Authorities and provider unions have reached 24 new agreements, bringing the total to 45 counties that have increased IHSS

Attachment: IHSS state budget proposal support FY21-22 (6384 : Letter of Support - IHSS collective bargaining)

provider wages since 2017. In our county, we have established a fifty cents per hour wage supplement on top of State or Federal minimum wage, whichever is highest.

Upcoming Changes
On January 1, 2022, current law will alter two of these funding mechanisms in a manner that will make it more difficult to make progress on IHSS collective bargaining. First, the historic sharing ratio will flip, with the county becoming responsible for 65 percent of the nonfederal share and the state covering 35 percent of the nonfederal share. Second, the ten percent over three years tool is no longer available, as current law indicates that any use of this tool must begin prior to January 1, 2022.

Continuity of IHSS Collective Bargaining Funding Mechanisms Budget Proposal
The coalition budget proposal contains two elements that will continue the current environment that has led to an increased number of agreements. First, it proposes to eliminate the language in statute that would change the sharing ratio on January 1, 2022. The sharing ratio for local wage and benefit increases would instead remain at the current 35 percent county/65 percent state breakdown up to the state participation cap. Second, the ten percent over three years tool would be extended. There are limitations in statute that require the use of this tool to begin prior to January 1, 2022 and for a county to only be able to use the tool for two three-year periods. The proposal would continue the use of this tool beyond January 1, 2022 and allow a county to utilize the tool more than two times.

Our county is concerned about potential negative impacts on IHSS collective bargaining as the county costs for any future wage and benefit increases would nearly double without this proposal. Maintaining the existing funding mechanisms is the best way to sustain progress on IHSS collective bargaining.

For these reasons, Colusa County respectfully requests your support for the continuity of IHSS collective bargaining funding mechanisms budget proposal. Thank you for your consideration.

Sincerely,

Gary J. Evans, Chair
Colusa County Board of Supervisors

cc: Honorable Members, Senate Budget and Fiscal Review Subcommittee #3
Honorable Members, Assembly Budget Subcommittee #1
The Honorable Nancy Skinner, Chair, Senate Budget and Fiscal Review Committee
The Honorable Phil Ting, Chair, Assembly Budget Committee
Renita Polk, Consultant, Senate Budget and Fiscal Review Committee
Nicole Vazquez, Consultant, Assembly Budget Committee
Rebecca Hamilton, Senate Republican Fiscal Office
Eric Dietz, Assembly Republican Fiscal Office

Attachment: IHSS state budget proposal support FY21-22 (6384 : Letter of Support - IHSS collective bargaining)

Mareva Brown, Office of the Senate President pro Tempore
Gail Gronert, Office of the Assembly Speaker
Ginni Bella Navarre, Legislative Analyst's Office
Kim Johnson, Director, Department of Social Services
Adam Dorsey, Department of Finance
Tam Ma, Deputy Legislative Secretary, Office of Governor Newsom
Justin Garrett, California State Association of Counties
Paul Smith, Rural County Representatives of California
Hurst, Brooks, Espinosa

Attachment: IHSS state budget proposal support FY21-22 (6384 : Letter of Support - IHSS collective bargaining)















January 25, 2021

The Honorable Joaquin Arambula, M.D.
Chair, Assembly Budget Subcommittee #1
State Capitol, Room 5155
Sacramento, CA 95814

Re: IHSS Collective Bargaining Budget Proposal

Dear Assembly Member Arambula:

On behalf of the California State Association of Counties (CSAC), California Association of Public Authorities (CAPA), County Welfare Directors Association of California (CWDA), Urban Counties of California (UCC), Rural County Representatives of California (RCRC), UDW/AFSCME Local 3930, and SEIU California, we are writing to ask for your support for an In-Home Supportive Services (IHSS) collective bargaining budget proposal. Over the past several years, counties, provider unions, the Administration, and the Legislature have worked collaboratively to enact several tools to encourage agreement through local collective bargaining to increase wages and health benefits for IHSS providers. Two of these funding mechanisms are set to change on January 1, 2022 in a manner that will make it more difficult to reach agreements. Our joint budget proposal would maintain current fiscal tools that are essential in local bargaining to reach agreement for IHSS wages and benefits increases.

Existing Collective Bargaining Funding Mechanisms
Under current law, counties and the state share the nonfederal cost for locally negotiated increases to wages and health benefits for IHSS providers. Counties are responsible for 35 percent of the nonfederal share and the state participates in 65 percent of the nonfederal share of cost for increases up to the state participation cap, which is set at $1.10 above the state minimum wage. For increases above that amount, the county is responsible for 100 percent of the nonfederal share. However, there is a tool available, referred to as the ten percent over three years tool, that allows the county to receive state participation above the state participation cap. With this tool, the state will participate above the state participation cap at the 65 percent share of cost in a cumulative total of up to a ten percent increase in the sum of the combined total of changes in wages or health benefits, or both, over a three-year period.

Attachment: County and Union Coalition IHSS Proposal Asm Sub 1 1-25-21 (6384 : Letter of Support - IHSS collective bargaining)

The current sharing ratio and ten percent over three years tool, combined with the wage supplement tool and the new county IHSS Maintenance of Effort (MOE), have resulted in an increased number of collective bargaining agreements being reached. In the first 18 months of the new IHSS MOE that was enacted on July 1, 2019, county Public Authorities and provider unions have reached 24 new agreements, bringing the total to 45 counties that have increased IHSS provider wages since 2017. These tools have led to agreements in urban, suburban, and rural counties in all geographic parts of the state.

Upcoming Changes
On January 1, 2022, current law will alter two of these funding mechanisms in a manner that will make it more difficult to make progress on IHSS collective bargaining. First, the historic sharing ratio will flip, with the county becoming responsible for 65 percent of the nonfederal share and the state covering 35 percent of the nonfederal share. Second, the ten percent over three years tool is no longer available, as current law indicates that any use of this tool must begin prior to January 1, 2022.

Continuity of IHSS Collective Bargaining Funding Mechanisms Budget Proposal
Our joint budget proposal contains two elements that will continue the current environment that has led to an increased number of agreements. First, we propose to eliminate the language in statute that would change the sharing ratio on January 1, 2022. The sharing ratio for local wage and benefit increases would instead remain at the current 35 percent county/65 percent state breakdown up to the state participation cap. Second, we propose that the ten percent over three years tool be extended. There are limitations in statute that require the use of this tool to begin prior to January 1, 2022 and for a county to only be able to use the tool for two three-year periods. Our proposal is to continue the use of this tool beyond January 1, 2022 and allow a county to utilize the tool more than two times.

The state, counties, Public Authorities, and provider unions have a shared interest to maintain the current tools that have led to many new IHSS collective bargaining agreements and that will be essential for further progress in local bargaining over wage and benefit increases. Without the changes outlined in our budget proposal, progress on IHSS collective bargaining is likely to stall. If current law is not changed, the county costs for most future wage and benefit increases would nearly double making it significantly more difficult to reach agreements or could result in agreements that increase wages by a smaller amount than what is currently possible.

For all of the above reasons, we urge your support for our IHSS collective bargaining budget proposal that provides continuity for the current tools and funding mechanisms that have been foundational to the success in local bargaining. Please feel free to reach out to any of our organizations with questions or if you need additional information. Thank you for your consideration.

Sincerely,

Justin Garrett
CSAC
jgarrett@counties.org

Beverly Yu
UDW/AFSCME Local 3930
byu@udwa.org

Attachment: County and Union Coalition IHSS Proposal Asm Sub 1 1-25-21 (6384 : Letter of Support - IHSS collective bargaining)

Tiffany Whiten
SEIU California
twhiten@seiucal.org

Karen Keeslar
CAPA
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Cathy Senderling-McDonald
CWDA
csend@cwda.org

Kelly Brooks-Lindsey
UCC
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Sarah Dukett
RCRC
sdukett@rcrcnet.org

cc: Honorable Members, Assembly Budget Subcommittee #1
The Honorable Phil Ting, Chair, Assembly Budget Committee
Nicole Vazquez, Consultant, Assembly Budget Committee
Eric Dietz, Assembly Republican Fiscal Office
Gail Gronert, Office of the Assembly Speaker
Ginni Bella Navarre, Legislative Analyst's Office
Kim Johnson, Director, Department of Social Services
Adam Dorsey, Department of Finance
Tam Ma, Deputy Legislative Secretary, Office of Governor Newsom

Attachment: County and Union Coalition IHSS Proposal Asm Sub 1 1-25-21 (6384 : Letter of Support - IHSS collective bargaining)

COUNTY OF COLUSA, CA **5.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Agreement with 44th District Agricultural Association for rent of Atwood Hall to conduct Vaccine Clinics**

Approve agreement with the **44th District Agricultural Association** for rent of Atwood Hall commencing March 2, 2021 through September 30, 2021 and authorize County Administrator to sign.

Detailed Description/Background of request

Public Health is in need of a site to conduct Covid-19 vaccination clinics on a recurring basis. We have explored several options throughout the County, including Education Village, Williams Community Center, Colusa VFW Hall, a vacant medical clinic building, and a vacant commercial building both located in the Colusa Industrial Park (CIP), and the Colusa Fairgrounds. We also researched placement of a temporary modular building at CIP.

It has been determined by the DHHS Director and CAO that use of Atwood Hall at the Colusa Fairgrounds is the most economical location that provides the ability for staff to have long-term, exclusive use of the location. We are very appreciative of CCOE for allowing us to use their Education Village facility, but this requires staff to set up and tear down with each vaccine clinic that is conducted. The benefit of Atwood Hall located in the Colusa Fairgrounds, is that the site may be set up and maintained throughout the duration of the rental agreement. We have 24/7 access to this facility, allowing Public Health to schedule multiple clinics each week at varying times and days of the week (dependent upon vaccine availability). Additionally, the Fairgrounds is a well known, highly visible, location, with adequate parking and handicap access.

Prior Board Action

None.

Fiscal Impact/Funding Source

The monthly rental fee is $700 per month, and includes utilities and garbage. The department intends to utilize Covid-19 funding to cover this cost. While not currently budgeted in the correct line item, a budget adjustment will be submitted.

Action for the Clerk

Obtain signature of County Administrative Officer and return duplicate originals to:

44th DAA
1303 10th St.
Colusa, CA 95932

ATTACHMENTS:

- R-21-06 (PDF)
- Standard terms and conditions (PDF)
- INsurance requirements (PDF)
- local rules and regs (PDF)

FORM F-31
Revised 5/18/07

AGREEMENT NO. R-21-06
AGREEMENT ISSUE DATE: 2/23/2021

Fair-time
X Interim

THIS AGREEMENT IS TO BE SIGNED & RETURNED TO THE FAIR OFFICE ON OR BEFORE: 3/26/2021

RENTAL AGREEMENT

THIS AGREEMENT by and between the 44TH DISTRICT AGRICULTURAL ASSOCIATION, hereinafter called the Association, and hereinafter called the Renter:

County of Colusa

WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on **3/1/2021** for the event, and ending on **9/30/2021**. **Renter has Full Access to Atwood Hall during rented dates and gate code will be given for access to Atwood Hall.**

2. **NOW, THEREFORE**, Association hereby grants the Renter to the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to terms and conditions of this agreement: the use of **Atwood Hall**. *Applicant hereby agrees to reimburse the association at the rate of $50.00 per man per hour for any extra ordinary janitorial services required to return the facilities in the same condition as before use.*
3. The purposes of occupancy shall be limited to: **Vaccination Clinc** and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amount and in the manner set forth below
   a. Rent = **$700 due on the 1st of each month. Fee to include utilites and garbage.**
   b. Deposit = **$ 0**
   c. Garbage = **$ Included in rental fee.**
   d. Misc. = **CFSA Liability Insurance fees are NOT included in the total amount owed (line e).**
   e. **Total Amount Owed = $700 due on the 1st of each month. Fee to include utilites and garbage.**
      First payment to be made by: March 1, 2021.
   f. **Payments, proof of insurance, security & rental equipment form must be submitted sixty (60) days prior to the event.**
   g. Requests for use of the fairgrounds' facilities may be granted "tentative approval" by staff upon receiving verbal request. "Tentative approval" shall be good for no more than 30 days unless accompanied by a deposit (equal to one (1) day's rent).
      If cancellation is made less than 60 days prior to the event, the deposit will be non-refundable.
5. Renter agrees to pay fees required by Association for, and to guarantee the payment of:
   a. Any money which may be payable to Association under this agreement;
   b. Any damage to Association property; and utility charges, if any;
   c. Removal of all property and leaving the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his employees to sell, exchange or barter; any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on the reverse side hereof is incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions: The attached F-31, "Standard Contract Terms and Conditions", and the FE-13, "Insurance Statement" (if applicable) are incorporated herein and made a part of this agreement.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions and Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in, by and on behalf of the parties hereto, the day and year first above written

44th District Agricultural Association
1303 10th Street
Colusa, CA 95932

By: _____

Laura Ford, C.E.O.
Work 530-458-2641 Ext. #101
1303 10TH St. Colusa, Ca 95932

Renter: **County of Colusa**
Name: **Annie Mitchell**
Address: **251 E. Webster St Colusa, Ca 95932**

By: _____
Title:
Phone: **5304580286**
Alternate Phone:
Email: **amitchell@countyofcolusa.com**

Attachment: R-21-06 (6423 : Fairgrounds - Atwood Hall Rental)

State of California

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. National Labor Relations Board (PCC Section 10296)
Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against 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 National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)
If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3 Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)
During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4 Amendment (GC 11010.5)
Contract modification, when allowable may be made by formal amendment only

5. Assignment
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination
The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Attachment: Standard terms and conditions (6423 : Fairgrounds - Atwood Hall Rental)

7. Governing Law
This contract is governed by and shall be interpreted in accordance with the laws of the State of California

8. Conflict of Interest (PCC 10410, 10411, 10420)
Contractor needs to be aware of the following provisions regarding current or former state employees If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification

Current State Employees (PCC 10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment Payment of invoices presented with a new name cannot be paid prior to approval of said amendment

10. Air or Water Pollution Violation (WC 13301)
Under the State laws, the Contractor shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district, (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution

Attachment: Standard terms and conditions (6423 : Fairgrounds - Atwood Hall Rental)

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.

Attachment: INsurance requirements (6423 : Fairgrounds - Atwood Hall Rental)

- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Attachment: INsurance requirements (6423 : Fairgrounds - Atwood Hall Rental)

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with
2. Renter will conduct his/her business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival Area
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one our before the Association is open to the public Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessary interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto

Attachment: local rules and regs (6423 : Fairgrounds - Atwood Hall Rental)

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Wendy Tyler**

SUBJECT: **Resolution In Support of Reopening California Communities**

Adopt Resolution Recognizing that California's Blueprint for a Safer Economy and Vaccine Allocation Formulas and Guidelines Provide a One-Size-Fits-All Approach to Reopening Communities that is Detrimental to Rural Jurisdictions.

Detailed Description/Background of request

In October the County participated in the North State Leaders Conference in discussing a variety of COVID-19 related topics such as the re-opening of the economy and our civic life, and re-opening of schools, and actions in response to the State of California's threat to withhold entitled funds of the counties.

As a follow up to that meeting a letter was sent from the legislative delegation requesting we adopt a Resolution asserting our concerns with the current activities within our County being dictated by State leaders. Following discussion among the Board it was decided that we should consider such a resolution.

Prior Board Action

10/13/20 - Selected Supervisor Corona to attend North State Leaders Conference.

11/24/20 - Discussion re follow-up action to Conference; matter discussed and direction to bring back after new year.

2/2/21 - Discussion and direction to create Resolution for Board consideration.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain signatures and provide electronic copy of the Resolution to all Board Members and CAO, Assembly members Gallagher, Kiley and Dahle, and Senators Nielsen and Dahle.

Further provide copy to CSAC and RCRC

ATTACHMENTS:

- reopening communities resolution final (DOCX)
- 12853 (PDF)
- 12854 (DOCX)

RESOLUTION NO. 21-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RECOGNIZING THAT CALIFORNIA'S *BLUEPRINT FOR A SAFER ECONOMY* AND VACCINE ALLOCATION FORMULAS AND GUIDELINES PROVIDE A ONE-SIZE-FITS-ALL APPROACH TO REOPENING COMMUNITIES THAT IS DETRIMENTAL TO RURAL JURISDICTIONS

WHEREAS, the paramount concern of policymakers at all levels is the health and well-being of our constituents, never more so than during what is being called a once-in-a-century pandemic;

WHEREAS, decisions affecting the health and well-being of our constituents must be based on the totality of health, supported by evidence, and without regard to politics, the influence of special interest groups, or the overwhelming desire for control;

WHEREAS, California has struggled as much as any state during the COVID-19 pandemic, with the third highest unemployment rate in the country, the largest backlog of unpaid jobless claims, and at one point having the fifth worst excess death rate west of the Mississippi;

WHEREAS, California's *Blueprint for a Safer Economy* provides a one-size-fits-all approach to reopening communities that fails to allow the flexibility to respond in a data-driven way to what is occurring in our county;

WHEREAS, The *Blueprint* largely impacts the operation of businesses and schools without any evidence that those environments are responsible for COVID-19 cases observed in our county; and

WHEREAS, our county has seen increases in drug abuse, delayed medical care, depression among our youth, and the overall increased need for mental health services;

WHEREAS, our County is extremely concerned about the impacts to our children of any further delays to in-person education and reestablishment of extra-curricular activities; and

WHEREAS, the State's vaccine distribution system has failed to recognize the lack of supplemental vaccination opportunities such as Multi-County Entities and corporate pharmacies in rural jurisdictions, thereby severely limiting the number of vaccines available to our constituents.

NOW THEREFORE BE IT RESOLVED; the Colusa County Board of Supervisors, recognize that these circumstances demonstrate a need for collective and unified action from our County and surrounding Communities with a commitment to the following principles:

1. That our county is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances.

2. That our county is geographically diverse and ill-suited for the county-wide restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be

Attachment: reopening communities resolution final [Revision 2] (6416 : Reopen California Resolution)

tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.

3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible and provide in-person instruction to the greatest extent possible without further delay.

4. That all sports and other extra-curricular activities, such as FFA, Parliamentary Procedure, Music and Debate, are allowed to fully begin in-person participation and competition.

PASSED AND ADOPTED this 2nd day of March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chair

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

APPROVED AS TO FORM:

By: _____
Patricia Rodriguez, Deputy

_____
Marcos Kropf, County Counsel

Attachment: reopening communities resolution final [Revision 2] (6416 : Reopen California Resolution)

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115

California Legislature

November 9, 2020

Chairwoman Denise Carter
Colusa County Board of Supervisors
547 Market St., Suite 102
Colusa, CA 95932

Chairwoman Carter:

We appreciate your county's participation in our recent North State Leaders conference held in Red Bluff, California.

In that forum we shared our respective data and localized information on how COVID-19 and the response to the virus have impacted our counties. A common thread in the discussion was the need to have local flexibility based on what is occurring in our respective communities, which have not been well-served by the state's one-size-fits-all *Blueprint for a Safer Economy*.

The *Blueprint* largely impacts small businesses and schools without any showing that those environments have anything to do with the cases observed in our counties. Meanwhile, we have documented increases drug abuse, delayed medical care, depression among our youth, and the overall need for mental health services. We are extremely concerned about the impacts to our children of any further delays to in-person education.

These facts demonstrate a need for collective and unified action from our counties. Consistent with our discussion at the North State Leaders conference, we ask that your respective boards approve a *Healthy Communities Resolution* expressing agreement with the following principles:

1. That our county is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances, as specified, for instance, in the attestation filed with the California Department of Public Health.

2. That our county is geographically diverse and ill-suited for the county-wide restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.

3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible and provide in-person instruction to the greatest extent possible without further delay.

Attachment: 12853 (6416 : Reopen California Resolution)

4. That our county requests an extension of time beyond December 31, 2020 to encumber and spend our federal CARES funds, to which we are entitled by law, consistent with our respective local plans and programs.

Attached you will find draft resolution language. Thank you again for your partnership and participation in the North State Leaders conference.

Sincerely,

JAMES GALLAGHER
Assemblymember, 3rd District

JIM NIELSEN
Senator, District 4

KEVIN KILEY
Assemblymember, 6th District

BRIAN DAHLE
Senator, District 1

MEGAN DAHLE
Assemblymember, 1st District

CC:
Gary Evans, County Supervisor
John D. Loudon, County Supervisor
Kent S. Boes, County Supervisor
Jose Merced Corona, County Supervisor
Ann Nordyke, Board Clerk
Wendy Tyler, County Administrative Officer

Attachment: 12853 (6416 : Reopen California Resolution)

RESOLUTION No.

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RECOGNIZING THAT CALIFORNIA'S *BLUEPRINT FOR A SAFER ECONOMY* PROVIDES A ONE-SIZE-FITS-ALL APPROACH TO REOPENING COMMUNITIES, THAT FAILS

WHEREAS, The paramount concern of policymakers at all levels is the health and well-being of our constituents, never more so than during what has been called a once-in-a-century pandemic; and

WHEREAS, Decisions affecting the health and well-being of our constituents must be based on empirical evidence without regard to politics or the influence of special interest groups; and

WHEREAS, California has struggled as much as any state during the COVID-19 pandemic, with the third highest unemployment rate in the country, the largest backlog of unpaid jobless claims, and the fifth worst excess death rate west of the Mississippi; and

WHEREAS, California's *Blueprint for a Safer Economy* provides a one-size-fits-all approach to reopening communities that fails to allow the flexibility to respond in a data-driven way to what is occurring in our county; and

WHEREAS, The *Blueprint* largely impacts the operation of businesses and schools without any showing that those environments are responsible for COVID-19 cases observed in our county; and

WHEREAS, our county has seen increases in drug abuse, delayed medical care, depression among our youth, and the overall need for mental health services; and

WHEREAS, our County is extremely concerned about the impacts to our children of any further delays to in-person education.

NOW THEREFORE BE IT RESOLVED; the Colusa County Board of Supervisors, assert/avow/acknowledge/recognize**(or any other word of your choosing)** that these facts demonstrate a need for collective and unified action from our County and surrounding Communities with a commitment to the following principles:

1. That our county is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances, as specified, for instance, in the attestation filed with the California Department of Public Health.

2. That our county is geographically diverse and ill-suited for the county-wide restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.

3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible and provide in-person instruction to the greatest extent possible without further delay.

Attachment: 12854 (6416 : Reopen California Resolution)

4. That our county requests an extension of time beyond December 31, 2020 to encumber and spend our federal CARES funds, to which we are entitled by law, consistent with our respective local plans and programs.

PASSED AND ADOPTED this 24th day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

_____
Denise J. Carter, Chair

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

APPROVED AS TO FORM:

By: _____
Melissa Kitts, Deputy Clerk

_____
Marcos Kropf, County Counsel

Attachment: 12854 (6416 : Reopen California Resolution)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 2, 2021**
DEPARTMENT:	**County Counsel**
FROM:	**Ann Nordyke**
SUBJECT:	**Closed Session - Employee discipline/dismissal/release**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

COUNTY OF COLUSA, CA **9.2**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **County Counsel**

FROM: **Marcos Kropf**

SUBJECT: **Closed Session - CAO Evaluation**

EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: County Administrative Officer.

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Industrial Hemp Ordinance Amendment**

Public Hearing and adoption, by title only, of a proposed Ordinance amending certain Industrial Hemp provisions (including adding Industrial Hemp cultivation in the Upland Conservation (U-C) zoning district) of Section 11-8 of Chapter 11of the Colusa County Code.

Detailed Description/Background of request

In January of 2020, the Board approved an ordinance amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to permit limited industrial hemp operations in Colusa County. In 2020, 6 licenses totaling some 790 acres were approved. However, because of the lack of production facilities and constrained sale's opportunities, only 2 license holders planted industrial hemp totaling approximately 23 acres.

Based on the Industrial Hemp cultivation that did take place in 2020, staff identified a number of amendments to the ordinance to help address potential issues with Industrial Hemp post-harvest processing and to enhance compliance provisions. At the Board's January 5, 2021 meeting, staff presented an informational update to the Board on the 2020 cultivation activities and staff's recommendations for several ordinance amendments. At the meeting, a property owner also provided input and recommended that Industrial Hemp cultivation be allowed on property zoned Upland Conversation (U-C). Subsequent to the meeting, County staff met with the Board's Industrial Hemp ad-hoc committee (Supervisors Carter and Boes) to discuss the proposed recommendations.

At the Board's February 16, 2021 meeting the Board introduced an ordinance that included the following amendments:

1.) Required an Industrial Hemp processing license;

2.) Established enhanced compliance provisions for willfully non-compliant license holders and property owners;

3.) Eliminated the Agricultural Commissioner's $2,500 processing deposit and

provided that all County costs would be funded by a single $2,500 deposit; and

4.) Allowed Industrial Hemp cultivation on properties zoned Upland Conversation (U-C).

Subsequent to the Board's ordinance introduction, the public hearing and second reading of the amended ordinance (attached) was scheduled for the Board's March 2, 2021 meeting. Attachment #1 is a red-lined version of Section 11-8 (Industrial Hemp Operations) of Chapter 11 of the County Code showing the proposed changes.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter 11 to allow limited cannabis operations in the Colusa Industrial Park.

On April 30, 2019, staff presented an information report on industrial hemp to the Board.

On January 22, 2019, the Board approved an amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to allow limited commercial cannabis operations for indoor cultivation, processing and distribution of

cannabis in a limited geographical area of the County that is the subject to a City of Colusa's proposed annexation.

On May 14, 2019, the Board conducted a public hearing on the first reading of an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On May 28, 2019, the Board approved the second reading of the ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On January 5, 2021, The Board received an staff information report on the 2020 Industrial Hemp activities in the County.

At the Board's February 16, 2021 meeting, the Board introduced an ordinance amendment amending certain provisions of Section 11-8 (Industrial Hemp Operations) of Chapter 11 of the County Code, including allowing cultivation on U-C zoned parcels.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact.

Action for the Clerk

Obtain the Chair's signature on the ordinance, publish the ordinance as necessary, and send an electronic copy to the Community Development Director.

ATTACHMENTS:

- Section 11-8 (Industrial Hemp Operations), Chapter 11 Ordinance Amendment (DOCX)
- Attachment #1 Section 11-8 Red-Lined Industrial Hemp Amendments (DOCX)
- Notice of Public Hearing - Industrial Hemp - CDD (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 11 OF THE COLUSA COUNTY CODE REGARDING AMENDING CERTAIN INDUSTRIAL HEMP PROVISIONS INCLUDING A PROCESSOR LICENSE, LICENSE PROCESSING DEPOSITS, AND COMPLIANCE PROVISIONS

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

Section 11-8.1(b)(1) is hereby added to read as follows:

(1) Prior to the commencement of an industrial hemp processing use, an industrial hemp processing license shall be issued by the community development director for said use. To obtain an industrial hemp processing license, an application shall be submitted to the director detailing the processing details, the source of the industrial hemp with proof that is was grown under a valid State registration and any required local jurisdiction approval, and local jurisdiction testing verifying the that the level of tetrahydrocannabinol (THC) is no more than three-tenths of one percent. The director shall determine the form of the application.

SECTION 2

Section 11-8.2(b)(2)(D) is hereby amended to read as follows:

(D) The two thousand five hundred dollar deposit submitted to the community development department pursuant to this section may also be used to reimburse the county for all unreimbursed costs for all staff time, any consultant time, and all other related expenses to process and monitor the license application, including any required investigations, inspections, and testing.

SECTION 3

Section 11-8.3 is hereby amended to read as follows and Sections 11-8.3(a), (b), and (c) shall remain unchanged:

All industrial hemp operations, including industrial hemp processing, shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

Attachment: Section 11-8 (Industrial Hemp Operations), Chapter 11 Ordinance Amendment (6404 : Industrial Hemp Ordinance Amendment)

SECTION 4

Section 11-8.4(c) is hereby added to read as follows:

(c) The community development director may in their discretion not issue an industrial hemp license for a property or applicant when said property owner or applicant failed to reasonably correct a written notice of code violation involving an industrial hemp license or County code provisions in the preceding twelve months. The decision to withhold an industrial hemp license may be appealed pursuant to Section 44-1.80.080 of the County Code.

SECTION 5

Section 11-8.1(a) is hereby amended to read as follows and Sections 11-8.1(a)(1), (2), (3) and (4) shall remain unchanged:

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture (F-A), exclusive agriculture (E-A), and upland conservation (U-C) that are a minimum of one and one-half miles away from the following boundaries:

SECTION 6

This ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

SECTION 7

The provisions of Chapter 11 are severable and if any provision of Chapter 11 or its application in a particular circumstance is held invalid, the remainder of the Chapter, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Chapter 11 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

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Attachment: Section 11-8 (Industrial Hemp Operations), Chapter 11 Ordinance Amendment (6404 : Industrial Hemp Ordinance Amendment)

SECTION 8

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 16th day of February, 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 2nd day of March, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Boad Chair
Colusa County Board of Supervisors

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

By _____
Ann Nordyke, Chief Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Section 11-8 (Industrial Hemp Operations), Chapter 11 Ordinance Amendment (6404 : Industrial Hemp Ordinance Amendment)

Attachment: Attachment #1 Section 11-8 Red-Lined Industrial Hemp Amendments (6404 : Industrial Hemp Ordinance Amendment)

Section 11-8 of Chapter 11

11-8 Industrial hemp operations.

In addition to limited personal use cannabis cultivation under section 11-6 and commercial cannabis and industrial hemp operations under section 11-7, industrial hemp operations are allowed in specific limited areas of the county, under certain conditions as provided for in this section. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture (F-A), ~~and~~ exclusive agriculture (E-A), and upland conservation (U-C) that are a minimum of one and one-half miles away from the following boundaries:

(1) The city of Colusa;

(2) The city of Williams excluding that area within the city south of Abel Road and south of a direct line extending from the western terminus of Abel Road westerly from Abel Road's southern right-of-way line to this line's projected intersection with 7th Street;

(3) Property that is zoned residential single-family (R-1) within the communities of Arbuckle, College City, Grimes, Maxwell, and Princeton as shown on the county's zoning area maps; and

(4) Property that is zoned rural residential (RR) within the community of Stonyford-Lodoga as shown on the county's zoning area map.

(b) Industrial hemp processing shall only be allowed in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code, to the extent the processing does not meet the industrial hemp cultivation community separation and/or residential setback requirements of this section an odor management plan that details how any resulting odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property shall be developed. The odor management plan must be submitted and approved by the community development director before any industrial hemp processing can occur.

(1) Prior to the commencement of an industrial hemp processing use, an industrial hemp processing license shall be issued by the community development director for said use. To obtain an industrial hemp processing license, an application shall be submitted to the director detailing the processing details, the source of the industrial hemp with proof that is was grown under a valid State registration and any required local jurisdiction approval, and local jurisdiction testing verifying the that the level of tetrahydrocannabinol (THC) is no more than three-tenths of one percent. The director shall determine the form of the application.

(c) Industrial hemp nurseries shall only be allowed in the same locations and under the same conditions as other nursery uses in the Zoning Code subject to the following conditions and exceptions:

(1) Nursery plants shall not exceed the greater of thirty inches in height or three months old and in no case shall be allowed to flower on site.

(2) Nursery plants, including plants that are grown for research and plant development by an established agricultural research institution, that would exceed the height, age, and flower status shall be grown pursuant to the industrial hemp cultivation license requirements, including the community separation and residential setback requirements.

(3) A nursery that is producing genetic clones that would meet the height and age requirements of this section with the exception of the mother plants may be allowed subject to the approval by the planning director of an odor

management plan that details how the odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property prior to the earlier of a building permit issuance or the use commencing.

(4) The agricultural commissioner has determined that the requirements of section 11-8.2(b)(2) have been met to his/her satisfaction and that the state mandated nursery license requirements for industrial hemp have been met.

(d) Notwithstanding the one-and-one-half-mile community setback requirement detailed in this section, there shall also be a residential setback from an existing off-site residence owned and/or occupied by an inhabitant that is not associated with the cultivation operation as follows:

(1) Five-hundred-foot setback for less than ten acres of cultivated area;

(2) Seven-hundred-fifty-foot setback for ten acres to less than twenty acres of cultivated area; and

(3) One-thousand-foot setback for twenty acres or more of cultivated area. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.2 Industrial hemp cultivation license.

(a) Industrial hemp cultivation operations, including an established agricultural research institution as defined by Section 81000 of the California Food and Agricultural Code, in the county are prohibited unless operating under a county industrial hemp cultivation license issued by the Colusa County community development director or his/her designee.

(b) An industrial hemp license may only be issued after the community development director has found that the following requirements have been met:

(1) The community development department has determined that:

(A) The proposed location of the industrial hemp operation meets the location and separation requirements of this section;

(B) The licensee is either the owner in fee of the land upon which the industrial hemp operations would occur or that a written authorization form approved by the community development director from the owner has been submitted;

(C) A security plan has been submitted and approved by the county sheriff detailing how security will be provided to prevent theft once the crop has begun to flower. The security plan shall detail the signage which identifies that the crop is industrial hemp and other security measures that will be used which may include night-time private security patrols.

(D) The license applicant has made a two thousand five hundred dollar deposit to the community development department to reimburse the county's cost for the applicable staff time and cost to process the industrial hemp license and any sheriff department costs to respond to calls for service. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Upon expiration of the license, all remaining funds shall be returned to the applicant.

(2) The Colusa County agricultural commissioner has determined that:

(A) A complete California Department of Food and Agriculture industrial hemp registration application form, or other registration form approved by the Colusa County agricultural commissioner, has been submitted and is ready for approval;

Attachment: Attachment #1 Section 11-8 Red-Lined Industrial Hemp Amendments (6404 : Industrial Hemp Ordinance Amendment)

(B) A complete California Department of Food and Agriculture destruction plan form, or other destruction plan form approved by the Colusa County agricultural commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(d) et seq. has been submitted and is ready for approval;

(C) The state registration fee amount has been submitted to the Colusa County department of agriculture; and

(D) The two thousand five hundred dollar deposit submitted to the community development department pursuant to this section may also be used to reimburse the county for all unreimbursed costs for all staff time, any consultant time, and all other related expenses to process and monitor the license application, including any required investigations, inspections, and testing. ~~A minimum two thousand five hundred dollar deposit, or higher as determined by the agricultural commissioner depending on the scope of the proposed industrial hemp operations, has been paid to the Colusa County department of agriculture. The deposit shall be used to reimburse the county for all unreimbursed costs for all applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account. (Ord. No. 806, § 1 (Exh. A) (part).)~~

11-8.3 Industrial hemp conditions.
All industrial hemp operations, including industrial hemp processing, shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

(a) The operator shall comply with all State law and regulatory requirements including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent industrial hemp regulations.

(b) The operator shall comply with all County Code provisions, zoning requirements, and any other permitting requirements detailed in this chapter.

(c) The operator shall permit inspections of licensee's facilities and industrial hemp operations, on an as-needed basis, by the community development or agriculture departments. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.4 Industrial hemp license term, revocation, and renewal.
(a) Subject to the right of the community development director to revoke a county industrial hemp license as provided for in this section, the license will have a maximum term of one year.

(b) The community development director may revoke a county industrial hemp license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful industrial hemp operation. (Ord. No. 806, § 1 (Exh. A) (part).)

(c) The community development director may in their discretion not issue an industrial hemp license for a property or applicant when said property owner or applicant failed to reasonably correct a written notice of code violation involving an industrial hemp license or County code provisions in the preceding twelve months. The decision to withhold an industrial hemp license may be appealed pursuant to Section 44-1.80.080 of the County Code.

Attachment: Attachment #1 Section 11-8 Red-Lined Industrial Hemp Amendments (6404 : Industrial Hemp Ordinance Amendment)

11-8.5 Violations are a public nuisance.
Industrial hemp operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of an industrial hemp license, constitute a public nuisance subject to abatement as provided for in this chapter or chapter 42. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.6 No property right or entitlement for industrial hemp.
Issuance of an industrial hemp license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.7 Limitation on the number of industrial hemp licenses.
A maximum of twenty industrial hemp licenses or licenses totaling no more than three thousand acres shall be issued in any calendar year. The community development director and agricultural commissioner shall develop the application submittal process to ensure that the number of applicants and the proposed cultivated acreage for any calendar year is not exceeded. Should there be more than twenty applications and/or more than three thousand acres proposed to be cultivated in any calendar year, the community development director and the agricultural commissioner shall develop the applicant selection process and the manner in which the acreage will be distributed among the applicants. (Ord. No. 806, § 1 (Exh. A) (part).)

Attachment: Attachment #1 Section 11-8 Red-Lined Industrial Hemp Amendments (6404 : Industrial Hemp Ordinance Amendment)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on March 2, 2021 at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

An ordinance amending the provisions of Section 11-8 of Chapter 11 of the Colusa County Code to require an Industrial Hemp processing license, to eliminate one of the $2,500 required processing deposits and to allow all of County staff's costs to be recovered by the single $2,500 deposit, to add a compliance provision to restrict the issuance of an Industrial Hemp license for willful non-compliance, and to allow cultivation in the Upland Conservation (U-C) zoning district.

The Board of Supervisors will consider exemptions from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

Documentation and information regarding the project may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. Additional documentation is available for review in the Office of the Clerk of the Board in accordance with Agenda Scheduling Deadlines. All persons are invited to attend and be heard.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: February 16, 2021

/s/ Melissa Kitts, Deputy Clerk

02/18/2021 - WPR #2021-0214

Attachment: Notice of Public Hearing - Industrial Hemp - CDD (6404 : Industrial Hemp Ordinance Amendment)

COUNTY OF COLUSA, CA **11.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 2, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Milestone Service Recognition**

10:00 a.m. Employee Recognition Presentation honoring County employees reaching milestone years of service for the County of Colusa between July 1, 2020 and December 31, 2020.

Detailed Description/Background of request

10:00 a.m. Employee Recognition Presentation honoring County employees reaching milestone years of service for the County of Colusa between July 1, 2020 and December 31, 2020.

Employee	Position	Department	Years
ANTHONY HALL	THERAPIST II	BHS	15
DEVIN KELLEY	FISCAL PROGRAM ANALYST	DA	15
DONNA DENNIS	PROGRAM MANAGER II	DHHS	25
LORRAINE MCKEY	CASE MANAGER	DHHS	25
BEATRICE CAMPBELL	OFFICE ASSISTANT SUPERVISOR	DHHS	30
PAUL SPENCER	DEPUTY PROBATION OFFICER II	PROBATION	15
BRENNA VAN ATTA	DISPATCHER SUPERVISOR	SHERIFF	15
IRMA CULL	BOOKING CLERK	SHERIFF	25

Prior Board Action

Twice a year the Board recognizes employees reaching milestone years of service (10, 15, 20, etc.) with a ceremony and reception. Unfortunately, due to the COVID-19 pandemic, the reception for this event has been canceled.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.