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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

February 13, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of the January 30, 2024 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 18.

1. BOARD OF SUPERVISORS
Approve the January 2, 2024 and January 30, 2024 Board of Supervisors Regular Meeting Minutes.

2. AG COMMISSIONER
Approve Standard Agreement (Number 22-1694-011-SF) with the **California Department of Food and Agriculture** for Exotic Pest Detection, effective July 1, 2023.

3. APPOINTMENT/COLLEGE CITY CEMETERY DISTRICT
Reappoint Linda Aulgur to the College City Cemetery District, effective February 21, 2024 to February 20, 2028. **(Application received: Linda Aulgur)**

4. BOARD OF SUPERVISORS
Ratify out of state travel for Supervisor Kent Boes to attend the 2024 NACo Legislative Conference in Washington DC from February 10 through February 13, 2024.

5. BEHAVIORAL HEALTH
Approve out of state travel for 5 County staff to attend the National Commission on Correctional Health Care Conference in St. Louis, Missouri in April 2024.

6. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Grimes Arbuckle & River Road Reconstruction and authorize the Director of Public Works to sign and record same.

7. PURCHASING AND PROCUREMENT/AUDITOR CONTROLLER
Approve 2nd Modification to Actuarial Professional services contract, by deleting all references of Contractor (Demsey, Filliger & Associates, LLC) and replace with new Contractor, **Foster & Foster Consulting Actuaries, Inc.**

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve MOU between the **Department of State Hospitals (DSH), the California Mental Health Services Authority (CalMHSA)** and the County of Colusa, effective October 1, 2023.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Participation Agreement with **California Mental Health Services Authority (CalMHSA)**, for Inter-Member Transfers (a.ka. Presumptive Transfer), effective July 1, 2023.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Participation agreement with **California Mental Health Services Authority (CalMHSA)** to provide interoperability services, effective January 1, 2024.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Participation Agreement with **California Mental Health Services Authority (CalMHSA)** for Data Archive Solution to assist with archiving legacy application Electronic Medical Record (EMR) databases, effective January 1, 2024.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification to **North Valley Behavioral Health** for inpatient psychiatric services.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **California Psychiatric Transitions, Inc.,** for mental health rehabilitation services, effective February 1, 2024.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 5th Modification with **Stacy Johnson dba Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2024.

15. PURCHASING AND PROCUREMENT/COUNTY ADMINISTRATIVE OFFICER
Approve 3rd Modification with **Caporusso Communications** to provide public information services, effective February 1, 2024.

16. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve 1st Modification of a Facility Use License agreement with **Vernon Jewel Danley American Legion Post No. 218**, effective January 1, 2024

17. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve 1st Modification of a Facility Use License agreement with **Colusa Veterans of Foreign Wars Post No. 2441**, effective January 1, 2024.

18. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve 2nd Modification with **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system, effective January 26, 2024.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Approve the Revised Job Description for the Electronic Health Records Manager Classification and Salary Range Change from MGT12 ($4,988-$8,193) to MGT17 ($5,648-$9,272).

2. Reclassify one position of Fiscal Program Analyst, MSC31 ($4,469 to $7,335), to Fiscal Administrative Officer, MGT16 ($5,510 to $9,045), and amend Probation's Position Allocation Schedule to reflect the change.

3. Adopt Revised Job Class Table reflecting classification additions, cost-of-living adjustments, salary range adjustment and an increased hourly rate to comply with the 2024 minimum wage requirements.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Review, consider, and potential action in response to Colusa County Partnership's request for $5,000 to partially meet a $10,000 grant funding match for their 2024 USDA Rural Business Development Grant Application. Furthermore if approved, authorize the Community Development Director to submit a letter of support to the USDA.

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB-011. **(4/5 vote required)**

2. Approve Special Claims.

VI. SUPERVISORS' REPORTS OR COMMENTS

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

VIII. CLOSED SESSION

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

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626

3. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: Ryan Alan Dearman
   Agency claimed against: Colusa County

1:30 p.m. PUBLIC HEARING

COMMUNITY DEVELOPMENT DEPARTMENT

1. Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

ADJOURN

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

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the January 2, 2024 and January 30, 2024 Board of Supervisors Regular Meeting Minutes

Approve the January 2, 2024 and January 30, 2024 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on January 30, 2024 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Add to County website and scan into Laserfiche

ATTACHMENTS:

- 01-02-24 Minutes (PDF)
- 01-30-24 Minutes (PDF)

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



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

January 2, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 2nd day of January 2024 at the hour of 9:00 a.m. Present: Supervisor Janice A. Bell, J. Merced Corona, Daurice K. Smith, Gary J. Evans and Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF DECEMBER 19, 2023 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One matter. Counsel states direction given to staff with no reportable action

2. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957.6 Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units. Counsel states direction given to staff with no reportable action

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

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

Chair Boes makes time for the nominations and election of the 2024 Board of Supervisors Chair and Vice-Chair and turns the gavel to the Clerk.

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

The Clerk calls for nominations of Chair.

Supervisor Corona nominates Supervisor Evans, Supervisor Bell seconds the nomination.

The Clerk calls for any other nominations. Hearing none, the Clerk closes the nominations.

I. BOARD OF SUPERVISORS

1. Elect Supervisor Evans as Chair for 2024.

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

The Clerk makes time for the nominations and election of the 2024 Board of Supervisors Vice-Chair.

The Clerk calls for nominations of Vice-Chair.

Supervisor Boes nominates Supervisor Smith, Supervisor Bell seconds the nomination.

The Clerk calls for any other nominations. Hearing none, the Clerk closes the nominations

2. Elect Supervisor Smith as Vice-Chair for 2024.

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

Chair Evans presents Supervisor Boes with a plaque and speaks to his achievements during his tenure as Chair.

II. STAFF REPORTS

Ms. Allen updates the Board on the HVAC project for the Migrant Center and states that she has handed the Migrant Center keys over to DHHS to utilize for the winter.

Mr. Plucker updates the Board on a procedural change for Environmental Health regarding pre-application inspections food facility permits. He states that Environmental Health will defer the charge of $112.00 until a lease is signed.

CONSENT AGENDA

Approve Consent Item's 1 through 8.

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

1. BOARD OF SUPERVISORS
Approve the December 19, 2023 Board of Supervisors Regular Meeting Minutes.

2. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS
Approve Contract No. **C24-001** 1st Modification with **Capitol Public Finance Group, LLC** to provide capital financial planning and debt issuance services, effective January 1, 2024.

3. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve Contract No. C23-219, 1st Modification with BHC Heritage Oaks Hospital, Inc. for hospital-based psychiatric inpatient services by deleting Attachment A and replacing with a corrected Attachment A-Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates July 1, 2023.

4. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve C23-218 with BHC Sierra Vista Hospital to provide hospital-based psychiatric inpatient services by deleting Attachment A and replacing with a corrected Attachment A-Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates July 1, 2023.

5. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-002** Mello-Granlund Senior Nutrition Subaward Infrastructure Grant Agreement Amendment 1 (Agreement No. A23-0057-S001 AM1) with the **Chico State Enterprises**, effective January 1, 2023, and authorize County Administrative Officer to sign.

6. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-003** Modification No. 1 (Agreement #21-5065) with the **California Department of Social Services (CDSS)** for adoption services on behalf of Colusa County.

7. PROBATION
Re-approve Contract No. C23-250 1st Modification to MOU with Colusa County Superior Court related to pre-trial services program under SB 129.

8. PUBLIC WORKS/ROAD DEPARTMENT
Approve Contract **C24-004** assignment of Tee Hangar lease #22 to **Sherman McPherson** effective January 2, 2024.

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

IV. HUMAN RESOURCES
1. Adopt Revised Personnel Rules by Adding Section j) Reproductive Loss Leave to 1.108.3 Unpaid Leaves and Deleting Section 1.108.2 Paid Leaves c) Sick Leave for Extra Help Employees, effective January 1, 2024.

Comments received by Ms. Rhodes.

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

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

2. Approve Contract No. **C24-005** Side Letter Agreement to the 2023-2025 **CCMC General Unit and** Contract No. **C24-006 CCMC Safety Unit MOUs** which establishes the following MOU provisions: Accelerated Salary Steps, Class Specifications - New and Revised, and Telework Eligibility.

Comments received by Ms. Rhodes.

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

3. Adopt **Resolution No. 24-001** approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2023 as amended.

Comments received by Ms. Rhodes, Ms. Tyler and Mr. Stout.

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

4. Adopt **Resolution No. 24-002** approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

Comments received by Ms. Rhodes.

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

Chair Evans declares a recess at 9:29 a.m. and states that they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

V. AG COMMISSIONER/AIR POLLUTION CONTROL

1. **Sitting As The Colusa County Air Pollution Control District**

Adopt **Resolution No. 24-003** authorizing the Air Pollution Control District Officer to accept grant funds, approve administerial grant modifications for Grant Funds awarded under the California Air Resources Board's AB617 Community Air Protection Grant program and execute Contract No. **C24-007** with the **California Air Resources Board**, effective November 30, 2023; further authorize the Clerk to assign a county contract number.

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

Comments received by Ms. Allen.

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

2. **Sitting As The Colusa County Air Pollution Control District**

Authorize the Board Clerk to assign Contract No. **C24-008** to Amendment 2 of Grant Agreement G21-PBRM-05-2, with the California Air Resources Board extending the Grant Agreement from June 30, 2025 to June 30, 2026 and increasing the total grant amount from $20,000.00 to $30,000.00.

Comments received by Ms. Allen.

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

Chair Evans adjourns as the Colusa County Air Pollution Control District at 9:34 a.m. and states that they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
43852	BEHAVIORAL HEALTH	JOEL'S PEST CONTROL	$65.00
43888	BUILDING & GROUNDS	JOEL'S PEST CONTROL	$70.00

Comments received by Ms. Tyler.

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

COUNTY ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

2. Receive Update from Sierra Sacramento Valley Emergency Medical Services Agency (SSV-EMS) on the Emergency Ambulance Service, Advanced Life Support Transport Request for Proposals.

Comments received by Ms. Tyler and Mr. Poland.

VII. BOARD OF SUPERVISORS

1. Designate Supervisor Smith as the 2024 Delegate and Supervisor Boes as the Alternate to the Rural County Representatives of California (RCRC) Board of Directors.

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Comments received by Ms. Tyler.

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

2. Designate Supervisor Smith as the 2024 Delegate and Supervisor Boes as the Alternate to the Golden State Finance Authority (GSFA) Board of Directors.

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

3. Designate Supervisor Smith as the 2024 Delegate and Supervisor Boes as the Alternate to the Golden State Connect Authority (GSCA) Board of Directors.

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

4. Designate Supervisor Smith as the 2024 Delegate and Mr. Azevedo as the Alternate to the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

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

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings and functions attended:

- Emergency Services Association General meeting
- NACo West Region meeting
- Retirement Celebration for Todd Manouse
- Colusa Fire Pancake Breakfast

Supervisor Corona

Meetings/functions attended:

- Sacramento PD Academy Graduation
- Colusa County Resource Conservation District Christmas Dinner

Supervisor Boes

Meeting and functions attended:

- Transportation Commission and Transit Agency meeting
- Regional Housing Authority meeting
- Retirement Celebration for Todd Manouse

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

Supervisor Smith
Meetings and functions attended:
Transportation Commission and Transit Agency meeting
Grimes Fire Department New Year Breakfast
Constituent's complaints regarding road conditions

Supervisor Evans
Meetings and functions attended:
Transportation Commission and Transit Agency meeting
Cypress Hill Cemetery cleanup with PGE
Agenda Review

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS
None.

Chair Evans declares a recess at 9:58 a.m. to convene in Closed Session.

X. CLOSED SESSION

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

Chair Evans adjourns Closed Session at 10:37 a.m. and reconvenes in Regular Session at 1:30 p.m. with all Supervisors present.

1:30 P.M. WORKSHOP

Chair Evans declares a recess at 1:32 p.m. and states that they are now sitting as the Colusa County Flood Control and Water conservation District with all Directors present.

1. Chair Evans makes time for discussion and possible direction regarding Sites Reservoir and Establishment of a Zone of Benefit, as well as other items requiring Board input.

Overview:

Ms. Tyler states that the purpose today is to provide an update on the Sites Project and District activities, as well as obtaining direction on a variety of issues concerning landowner participation in the Sites Project. Direction is needed in order to complete necessary documents which are anticipated to be before the Board in the next two to six weeks for consideration.

Mr. Urkov gives the Board an update on the current status of Sites and the proposed Zone of Benefit No. 3.

Mr. King inquires what Zones 1 and 2 are?

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Supervisor Evans responds that Zone 1 is West of Colusa and Zone 2 is between Maxwell and Princeton. Ms. Tyler responds that they were formed for the purpose of flood control.

Mr. King requests to have maps, resolutions and any other pertinent information posted on the County website.

Mr. Urkov speaks to the next steps of establishing the zone of benefit, the formal arrangement with Sites Authority, true-ups for water amounts, LAFCo/zone map adjustments, budget cash calls vs. financing, and administration of the Zone. He states the intent is to develop policy direction and have the Zone of Benefit begin managing the landowner participation by the end of June 2024.

Ms. Tyler speaks to the formation of the Zone Council who will be using this resource and can manage it to their benefit and whether or not further District administrative assistance will be needed

Mr. King inquires can they self-administer?

Ms. Tyler states the legislation provides that the Zone Council is an elected body much like the landowners' election which gives them the ability to elect their officers and there are certain powers that will be granted to them for their own self-governance, however they are overseen by the Board of Directors of the Colusa County Flood Control and Water Conservation District.

Ms. Tyler states she feels two seats on the Sites Authority Board is appropriate given the level of participation by the District. Supervisor Evans agrees that it is sufficient and adequate with two seats. The Board concurs two seats are adequate.

Supervisor Corona inquires if the project is 1.5 million acre feet and there is 167,000 acre feet held by participants, is there any potential for that number to grow and will it cause the price to go down? Mr. Urkov states what is being described is the difference between storage and yield. He further states it would be cheaper if there are more acre feet.

Mr. King states he doesn't want to participant in the Zone Benefit and expresses concern that all lands within the District will be made to pay for this project, which only benefits a few. Ms. Tyler responds that only participating landowners will be assessed any charges.

Mr. King inquires who will be responsible for the bonds, and will there be any credit enhancement by the County? Supervisor Evans states the participants will be responsible.

Supervisor Smith inquires if there is an exclusion for landowners outside of the zone to participate? Ms. Tyler states that is correct.

Supervisor Evans states that is why East of the river couldn't be included because they opted out of the District long ago and they are not within the State Water Project place of use.

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Mr. King inquires if notices were sent to the areas not included in any water districts (also referred to as white areas")? Supervisor Evans states letters were sent to the Public years back by himself and Supervisor Vann.

Supervisor Boes inquires is there a cap on storage? He further inquires if a participant can also rent the space and do they own the space or storage? Mr. Urkov states you own the water then later the storage.

Supervisor Smith inquires who has recreational rights? Supervisor Evans responds the JPA.

Supervisor Bell inquires who will contact the landowners for the area effected by the inundation? Mr. Urkov responds that the Sites Project Authority is responsible for that portion of the project.

Supervisor Bells inquires where is the money coming from to pay these landowners for their property? Mr. Urkov states it comes from the Sites Project Authority.

Ms. Tyler states five seats on Zone Council seems to be an appropriate number looking at the participants. Mr. Urkov states we envision the Zone Council membership being comprised of individuals whose land holdings lie primarily within an existing home water district. However, making that determination is difficult due to the convoluted land ownerships.

As to collateralization of a landowner's participation, Ms. Tyler states there have been and will continue to be talks with the participants and advisors and it appears that, some people will pay upfront with cash, but others will utilize the financing model. We are seeking direction as to how the Board wants to collaterize the financing through the agreement. Do you want the collateral to be the land on which water is used or can a landowner put up other parcels of land and improvements?

Supervisor Smith inquires as to what else has been used in similar projects? Ms. Tyler states she is unaware of any other contract that is similar or can be used as an example.

As to costs incurred to date by the District in working on the establishment of the Zone of Benefit, Ms. Tyler states the budget development does not include a recoupment of startup cost by the County and is seeking direction on if there is an expectation these monies would be recovered from the landowner participants.

Supervisor Smith states she would like more time to process the numbers. Supervisor Evans states maybe the first six month should be spread over three years on the payback.

COUNTY ADMINISTRATIVE OFFICE

Sitting As The Colusa County Flood Control And Water Conservation District

1. It is the consensus of the Directors of the Colusa County Flood Control and Water Conservation District that participation include two seats on the Sites JPA and five seats on the Zone Council, startup cost recoupment spread over multiple years and

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

collaterization can be anything land and/or improvements (whether it is in or out of the County) as long as the value meets or exceeds the amount of financing.

Chair Evans adjourned the meeting at 3:33 p.m. to reconvene in Regular Session on January 16, 2024 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 01-02-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

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



County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

January 30, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 30th day of January 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King expresses concerns regarding some of the information he gathered at the joint Glenn and Colusa Groundwater Authority meeting regarding taking out acres of orchards in the Arbuckle area that will require project management action so owners can plant or replant their orchards. He encourages that maybe the Sites Project can do outreach to those people in the "white areas".

REPORT OUT OF JANUARY 16, 2024 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One matter. Counsel states direction given to staff with no reportable action.

3. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957.6. Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units. Counsel States direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LABOR NEGOTIATOR
California Government Code 54957.6

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora
Employee Organizations: All Units

2. LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Nancy Miller
Agency claimed against: Colusa County

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

I. STAFF REPORTS

Ms. Allen announces the Farm Show will be held next week and the Ag Commission and Air Pollution office will have a booth this year.

Ms. Kelly updates the Board on the Senior Nutrition Program. She states the Ministerial Association of Colusa County (MACC) is running the program but they have some challenges with deliveries. She further states that the Passages Program who funds the Senior Nutrition program will be publishing a Request for Proposals for future rounds of funding and the Department will ensure a response is submitted. She states the temporary shelter for the winter months at the Migrant Housing Center has had some challenges but there is still availability for families.

Ms. Tyler updates the Board on phone calls received at the Treasurer's office. She states Risk Management along with the Department, Police Department and IT have been consulted and a phone tree has been implemented to provide a buffer and are continuing to work on the issue.

CONSENT AGENDA

Chair Evans makes time for the approval of Consent Item No's 1 through 7.

Mr. Charter request Items No. 7 be pulled and considered separately.

Ms. Tyler request Item No. 1 be pulled and considered separately.

Chair Evans so directs.

Approve Consent Items No.'s 2 through 6.

2. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

Ratify purchase order #31201122024A with Winner Chevrolet for three 2024 Chevrolet Tahoe police pursuit vehicles (PPV) for the Sheriff's Office in the amount of $170,944.98 utilizing CMAS contract #1-22-23-23D.

3. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

Ratify purchase order #31201122024B with Winner Chevrolet for one 2024 Dodge Durango with ballistic door panels in the amount of $57,613.50 utilizing CMAS contract #1-22-23-23E; and further ratify purchase order #31201122024C for one 2024 Dodge Durango in the amount of $51,588.75 using the same CMAS contract.

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

4. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

Ratify purchase order #31201112024 with Downtown Ford Sacramento for one 2024 Ford F-150 Crew Cab Responder Pickup 4x4 for the Sheriff's Office in the amount of $59,456.79 utilizing CMAS contract #1-22-23-20F CLIN 27.

5. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Ratify four equity lease agreements signed by the Purchasing Agent with **Enterprise FM Trust** for four 2023 Ford F-150 XL 4x4 Super Cab Pickups for the Department of Public Works as follows:

C24-009 Enterprise FM Trust Quote#7681666
C24-010 Enterprise FM Trust Quote#7700562
C24-011 Enterprise FM Trust Quote#7700564
C24-012 Enterprise FM Trust Quote#7700587

6. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS MAINT

Approve Contract No. **C24-013** with **GSP Construction Inc.** to remodel the Colusa Ambulance Housing Facility located at 1259 Market Street, Colusa, CA.

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

Chair Evans makes time for Consent Item No. 1.

BOARD OF SUPERVISORS

1. Approve the January 16, 2024 Board of Supervisors Regular Meeting Minutes.

Comments received by Ms. Tyler.

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

Chair Evans makes time for Consent Item No. 7.

TREASURER

7. Accept December 2023 Treasury Monthly Investment Report as corrected.

Comments received by Mr. Charter.

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

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

III. HUMAN RESOURCES

1. Adopt job description for new classification of DHHS Budget Specialist, set salary at Range PF 31 ($4,514 - $7,046) and amend the Position Allocation Schedule for the Department of Health & Human Services (810) by deleting 2 DHHS Budget Analyst positions and adding 1 DHHS Budget Specialist position, and by adding 1 DHHS Budget Specialist position to Department of Health & Human Services (811).

Comments received by Ms. Rhodes and Ms. Tyler.

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

Chair Evans declares a recess at 9:19 a.m. and reconvenes in Regular Session at 9:22 a.m.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Adopt **Resolution No. 24-04** authorizing the Community Development Director to apply for and the County Administrative Officer (CAO) to receive and execute any necessary documents for the State's County Drought Resilience Planning Financial Assistance Program grant subject to review and approval by County Counsel.

Comments received by Mr. Plucker and Ms. Olivares.

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

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
44215	BEHAVIORAL HEALTH	JOEL'S PEST CONTROL	$65.00
44245	BUILDING & GROUNDS	JOEL'S PEST CONTROL	$70.00
44314	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$115.00

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

VI. BOARD OF SUPERVISORS/COLUSA COUNTY PLANNING COMMISSION

1. Appoint David M. McCullough, Heath Krug, John Troughton Jr., Kirk Pendleton and Elizabeth Yerxa to the 2024 Colusa County Planning Commissioners effective February 1, 2024 though January 31, 2025. **(Applications received: David M. McCullough - District 1, Heath Krug and John M. Martin - District 2, John Troughton, Jr. - District 3, Kirk Pendleton - District 4 and Elizabeth Yerxa, District 5.**

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

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

9:30 a.m. **PUBLIC HEARING**

PUBLIC WORKS/ROAD DEPARTMENT

Chair Evans makes time for a Public Hearing to consider the issuance of an assembly license for the Viive Events LLC, for a lantern festival to be held in the Spring of 2024 located at the East Park Reservoir subject to any conditions imposed by the Board.

Comments received by Mr. Azevedo, Mr. Larson and Ms. Tyler.

9:38 a.m. Chair Evans open the Public Hearing and calls for public comment. Hearing none, Chair Evans closed the Public Hearing.

1. Approve the issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2024 located at the East Park Reservoir subject to conditions as indicated in memo of January 30, 2024 included in packet.

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

2. Receive updated proposal from the Assessor, Auditor, Clerk-Recorder, District Attorney, Treasurer/Tax Collector, and Sheriff on salaries and benefits.

Comments received by Sheriff Garofalo, Supervisor Boes and Chair Evans.

Chair Evans declares a recess at 9:42 a.m. and states they are now sitting as the Colusa County Air Pollution Control District Board with all Directors present.

3. **Sitting as the Colusa County Air Pollution Control District Board**

Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB 010. **(4/5 vote required)**

Comments received by Ms. Moore.

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

Chair Evans adjourns the Air Pollution Control District Board at 9:43 a.m. and states they are now sitting as the Colusa County Flood Control and Water Conservation District Board with all Directors present

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

4. **Sitting as the Colusa County Flood Control and Water Conservation District**
Adopt **Resolution No. 24-05** a Resolution of Intention to Form Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District.

Comments received by Ms. Tyler and Mr. King.

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

Chair Evans adjourns the Colusa County Flood Control and Water Conservation District at 9:45 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meeting/functions held:

- Homelessness DHHS Training
- Williams City Council meeting
- Point in Time Count in Maxwell
- Colusa Medical Center for Colusa Community Resource Center Grand Opening
- Colusa Gun Owners Club meeting
- NCWA meeting
- Joint Glenn & Colusa Groundwater Authority Board meeting
- Colusa Glenn Tehama Community Action Partner (CGTAP) meeting
- Maxwell Firemen Annual Fundraiser
- Princeton Firemen's Annual Fundraiser
- Constituent's call regarding road conditions on Gridley Colusa Hwy
- Met with Fire Chief regarding fireworks Ordinance
- Contacted responsible Agency regarding grafitti
- Correspondence with MACC regarding river levels and homelessness on river
- Spoke to PG&E regarding nomination to the Local Leader Energy Roundtable Program

Supervisor Corona

Meetings/functions attended:

- Knights of Columbus Annual Dinner Fundraiser
- Farmers Brewery Back the Blue Event
- CAP Board meeting
- Constituents calls regarding road conditions on Wisconsin and Putnam Road

Supervisor Boes

Meetings/functions attended:

- RCRC Installation of New Officers
- CSAC Executive Committee meeting
- Elected Negotiations Ad-Hoc meeting

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

Mosquito Abatement meeting
Karen's House meeting

Supervisor Boes announces Karen's Golf Tournament will be held in May 2024 details to be announced at a later date. He further states that Bruce Gibson from CSAC will be touring the area in March 2024. He states he will be attending the NACo Conference in Washington DC in two weeks.

Supervisor Smith
Meetings/functions attended:
RCRC Installation of New Officers
RCRC Board meeting
GSFA Board meeting
GSCA Board meeting
California Jobs First Leadership Council meeting
Mosquito Abatement meeting
NCWA meeting
Rotary Dinner
Grimes Town Hall Community meeting
CEDC meeting
Calls regarding future Solar Projects

Supervisor Evans
Meetings/functions attended:
Elected Negotiations Ad-Hoc meeting
Agenda Review
Colusa Groundwater Authority meeting
Joint Glenn and Colusa Groundwater Authority meeting
Farmers Brewery Back the Blue Event
Sites meetings
Maxwell Irrigation District meeting

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS
None.

Chair Evans declares a recess at 10:16 a.m. to Convene in Closed Session.

IX. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR. California Government Code 54957.6. Agency Negotiator: Dar Rhodes, Kaline Moore and Yareli Mora. Employee Organizations: All Units

2. LIABILITY CLAIM - California Government Code section 54956.95. Claimants: Nancy Miller. Agency claimed against: Colusa County

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

Chair Evans adjourned the meeting at 11:44 a.m. to reconvene in Regular Session on February 13, 2024 at the hour of 9:00 a.m.

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 01-30-24 Minutes (9612 : Approve the January 2 and 30, 2024 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Approve Standard Agreement (Number 22-1694-011-SF) with the California Department of Food and Agriculture for Exotic Pest Detection, effective July 1, 2023.**

Approve Standard Agreement (Number 22-1694-011-SF) with the **California Department of Food and Agriculture** for Exotic Pest Detection, effective July 1, 2023.

Detailed Description/Background of request

Under this proposed contract with the California Department of Food and Agriculture, the County will be paid to provide services for placing and servicing traps for the detection of exotic pests which are considered hazardous to agriculture and to the economy of California. Those pests include but are not limited to Mediterranean fruit fly, Mexican fruit fly, Melon fruit fly, Spongy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in the county. Services shall be performed in and throughout the County of Colusa.

This contract was received by our office via email on 1/5/24.

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted revenue item. The County may receive maximum funds in the amount of $60,103.00 for services performed in fiscal year 23/24.

Action for the Clerk

Obtain signatures on original signature page and email with exhibit A (pages 2-3) to Lauren Boulanger at lauren.boulanger@cdfa.ca.gov.

Return a signed copy to the Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 23 24 Pest Detection (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.12/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-1694-011-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $60,103.00

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF COLUSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
100 Sunrise Boulevard, Suite F, Colusa, CA 95932-3246

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C207
Federal Award Date:	June 20, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$8,800,000.00
Effective Dates for CDFA:	January 1, 2023 through December 31, 2023
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C248
Federal Award Date:	May 19, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2023 through June 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Anastacia Allen
Division/Branch:	PHPPS / Plant Health, Emergency Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-202-0879	Phone:	530-458-0580
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Moosa Anwer	Name:	Ryan Jennings
Division/Branch:	PHPPS / Plant Health, Emergency Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-764-7472	Phone:	530-458-0580
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:	rjennings@countyofcolusa.com

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	LeeAnn Price
Organization:	County of Colusa
Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Colusa, CA 95932
Phone:	530-458-0580
Email Address:	lprice@countyofcolusa.com

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 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. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

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and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

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25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

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

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EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

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4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

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EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

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6. Officials Not to Benefit
The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons
The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review
The Recipient must comply with intergovernmental review standards pursuant to the following:
A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality
The Recipient must comply with confidentiality standards pursuant to the following:
A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:
A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories
The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest
The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results
A. The Recipient must comply with invention and patent standards pursuant to the following:
1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

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B. The Recipient may retain title to any invention conceived of or first actually reduced to pr using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2023 – 2024

Effective Agreement Period: July 1, 2023 through June 30, 2024

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.

B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.

C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).

E. Provide county trappers with trapping guidelines.
- Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
- For additional activity guidelines, see: https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf

F. Provide annual training programs for county trapping supervisors and trappers as needed.

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G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.

H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

J. Provide training in the use of CalTrap.

K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.

L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.

F. Ensure that all trapping activities conform to the current version of the ITG.

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1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.

G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.

   a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
   b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
   c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
   d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
   e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
   f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
   g. McPhail trap – full trap number and servicing dates on calendar card.

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I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.

J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.

L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

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N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx

O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

P. Attend trainings on the use of the CDFA’s CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.

    a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2023-2024.

Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.

S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

    1. Submit monthly invoices 30 days after the last date the work was completed.

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2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.

3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.

4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:

   i. County name
   ii. Remit to address
   iii. Date of submittal
   iv. Invoice number
   v. Agreement name
   vi. Agreement number
   vii. Billing period
   viii. If revised, date revised invoice was submitted
   ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
   x. Invoices file names must follow the standard naming convention detailed below:

      County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

      Example: TulareJUN23PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

   Example: TulareJUN23PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

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7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.

8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.

9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

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Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**220.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**38.00**
			Total Hours:	**258.00**
			Subtotal Personnel Cost:	**$12,370.25**
			Overhead: 25%	**$3,092.56**
			Total Personnel Cost:	**$15,462.81**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
Trapping pole repair supplies				**$50.00**
Office Supplies				**$25.00**
			Total Supplies Cost:	**$75.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
Enterprise Rental				**$2,755.25**
			Total Other Items of Expense Cost:	**$2,755.25**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	0.0	0.0	0.000	**$0.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	1.0	2,280.0	0.625	**$1,425.00**
			Total Mileage Cost:	**$1,425.00**

Total FF Cost:	**$19,719.00**
Total Agreement Amount CDFA will reimburse for Core FF Cost:	**$14,191.43**

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	206.00	$8,769.42
Ag Biologist I	$24.52	$17.38	$41.90	14.00	$586.60
			Detection Total:	**220.00**	**$9,356.02**
			THWS	**219.85**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	5.00	$514.30
Asst Ag Commissioner	$55.66	$36.19	$91.85	19.00	$1,745.15
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	11.00	$556.93
			Non-Detection Total:	**38.00**	**$3,014.23**
				Total FF Personnel Cost:	**$12,370.25**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Japanese Beetle (JB)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	36.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	32.00
Total Hours:	68.00
Subtotal Personnel Cost:	$4,135.83
Overhead: 25%	$1,033.96
Total Personnel Cost:	$5,169.79

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Office Supplies	$25.00
Total Supplies Cost:	$25.00

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Enterprise Rental	$2,755.25
Total Other Items of Expense Cost:	$2,755.25

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	3,260.0	0.625	$2,037.50
Total Mileage Cost:				$2,037.50

Total JB Cost:	$9,988.00

Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost: $5,232.57

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	32.00	$1,362.24
Ag Biologist I	$24.52	$17.38	$41.90	4.00	$167.60
			Detection Total:	**36.00**	**$1,529.84**
			THWS	**35.76**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	3.00	$308.58
Asst Ag Commissioner	$55.66	$36.19	$91.85	19.00	$1,745.15
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Tech	$27.50	$23.13	$50.63	7.00	$354.41
			Non-Detection Total:	**32.00**	**$2,605.99**
				Total JB Personnel Cost:	**$4,135.83**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Spongy Moth (SM)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	191.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	32.00
Total Hours:	**223.00**
Subtotal Personnel Cost:	**$10,537.37**
Overhead: 25%	**$2,634.34**
Total Personnel Cost:	**$13,171.71**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Office Supplies	$25.00
Total Supplies Cost:	**$25.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Enterprise Rental	$2,755.25
Total Other Items of Expense Cost:	**$2,755.25**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	3,260.0	0.625	$2,037.50
Total Mileage Cost:				**$2,037.50**

Total SM Cost:	**$17,990.00**

Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:	**$11,269.00**

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	168.00	$7,151.76
Ag Biologist I	$24.52	$17.38	$41.90	23.00	$963.70
			Detection Total:	**191.00**	**$8,115.46**
			THWS	**190.74**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	5.00	$514.30
Asst Ag Commissioner	$55.66	$36.19	$91.85	12.00	$1,102.20
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	12.00	$607.56
			Non-Detection Total:	**32.00**	**$2,421.91**
				Total SM Personnel Cost:	**$10,537.37**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Colusa**

Fiscal Year: **2023-2024**

TRAPPING HOURS/YEAR WORKSHEET

Table 1

Trap Type	TRAPPING SEASON for CORE PROGRAM											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4 weekly servicings				2 biweekly servicings				1 monthly servicings			

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	34.00	x	13.00	=	442.00
MP		x		=	0.00
OF	15.00	x	13.00	=	195.00
ML	15.00	x	10.83	=	162.45
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
				Total:	799.45

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year/trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	799	÷	4.00	=	199.86	x1.1(10%)	219.85
		(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	60.00	x	8.67	=	520.20
JB	15.00	x	8.67	=	130.05
				Total:	650.25

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

		Servicings/year/trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM	TOTAL:	520	÷	3.00	=	173.40	x1.1(10%)	190.74
		(A)		(B)		(C)		(D)
JB	TOTAL:	130	÷	4.00	=	32.51	x1.1(10%)	35.76
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Form 66-223

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - CalTrap

	Billable Hours
Personnel Training Hours	0.00
Personnel Data Conversion Hours *(if not billing for manual or bulk entry)*	0.00
Total Hours:	0.00
Subtotal Personnel Cost:	$0.00
Overhead: 25%	$0.00
Total Personnel Cost:	$0.00

B. Data Conversion Costs *(if not billing Section A. Personnel Services hours)*

	NO. OF SITES	COST PER SITE	COST
Data Conversion Manual Entry	0	$1.40000	$0.00
Data Conversion Bulk Upload	0	$0.6323	$0.00
Total Data Conversion Cost:			$0.00

C. Other Items of Expense

	NO. OF ITEMS	COST PER ITEM	COST
Additional iPad(s)	0	$0.00	$0.00
Additional iPad Accessories	1	$100.00	$100.00

	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
Data Plan	$38.01	12	1	$456.00
Insurance/Warranty (Optional)	$0.00	0	0	$0.00
Total Other Items of Expense Cost:				$556.00

Total CalTrap Cost:	$556.00
Total Agreement Amount CDFA will reimburse for CalTrap Cost:	$556.00

COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - CalTrap					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Training Positions					
Ag Technician	$20.11	$22.46	$42.57	0.00	$0.00
Ag Biologist	$24.52	$17.38	$41.90	0.00	$0.00
Assistant Commissioner	$55.66	$36.19	$91.85	0.00	$0.00
			Training Total:	**0.00**	**$0.00**
Converting Data to CalTrap Positions					
Ag Technician	$0.00	$0.00	$0.00	0.00	$0.00
			Data Conversion Total:	**0.00**	**$0.00**
				Total CalTrap Personnel Cost:	**$0.00**

COMMENTS: Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional European Grape Berry Moth Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Additional

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	39.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	24.00
Total Hours:	63.00
Subtotal Personnel Cost:	$3,572.64
Overhead: 25%	$893.16
Total Personnel Cost:	$4,465.80

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Office Supplies	$10.00
Total Supplies Cost:	$10.00

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Item 1	$0.00
Total Other Items of Expense Cost:	$0.00

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	1,014.0	0.625	$633.75
Total Mileage Cost:				$633.75

Total Additional Cost:	$5,110.00
Total Agreement Amount CDFA will reimburse for Additional Cost:	$4,476.00

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional European Grape Berry Moth Personnel Work Sheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Additional					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	39.00	$1,660.23
			Detection Total:	**39.00**	**$1,660.23**
			THWS	**135.85**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	3.00	$308.58
Asst Ag Commissioner	$55.66	$36.19	$91.85	12.00	$1,102.20
Fiscal Admin Offier	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	6.00	$303.78
			Non-Detection Total:	**24.00**	**$1,912.41**
				Total Additional Personnel Cost:	**$3,572.64**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Additional

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	255.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	24.00
Total Hours:	279.00
Subtotal Personnel Cost:	$12,767.76
Overhead: 25%	$3,191.94
Total Personnel Cost:	$15,959.70

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Office Supplies	$10.00
Shipping Supplies (boxes, tape, postage)	$350.00
Total Supplies Cost:	$360.00

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Item 1	$0.00
Total Other Items of Expense Cost:	$0.00

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	592.0	0.625	$370.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	1,184.0	0.625	$740.00
Total Mileage Cost:				$1,110.00

Total Additional Cost:	$17,430.00

Total Agreement Amount CDFA will reimburse for Additional Cost:	$17,430.00

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Personnel Work Sheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Additional					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	255.00	$10,855.35
			Detection Total:	**255.00**	**$10,855.35**
			THWS	**254.54**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	3.00	$308.58
Asst Ag Commissioner	$55.66	$36.19	$91.85	12.00	$1,102.20
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	6.00	$303.78
			Non-Detection Total:	**24.00**	**$1,912.41**
				Total Additional Personnel Cost:	**$12,767.76**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Mediterranean Fruit Fly Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Additional

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	18.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	24.00
Total Hours:	42.00
Subtotal Personnel Cost:	$2,678.67
Overhead: 25%	$669.67
Total Personnel Cost:	$3,348.34

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Item 1	$0.00
Total Supplies Cost:	$0.00

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Item 1	$0.00
Total Other Items of Expense Cost:	$0.00

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	240.0	0.625	$150.00
Total Mileage Cost:				$150.00

Total Additional Cost:	$3,499.00
Total Agreement Amount CDFA will reimburse for Additional Cost:	$3,499.00

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Mediterranean Fruit Fly Personnel Work Sheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Additional					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	18.00	$766.26
			Detection Total:	**18.00**	**$766.26**
			THWS	**16.62**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	3.00	$308.58
Asst Ag Commissioner	$55.66	$36.19	$91.85	12.00	$1,102.20
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	6.00	$303.78
			Non-Detection Total:	**24.00**	**$1,912.41**
				Total Additional Personnel Cost:	**$2,678.67**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Oriental Fruit Fly Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

A. Personnel Services - Additional

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	18.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	24.00
Total Hours:	42.00
Subtotal Personnel Cost:	$2,678.67
Overhead: 25%	$669.67
Total Personnel Cost:	$3,348.34

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Item 1	$0.00
Total Supplies Cost:	$0.00

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Item 1	$0.00
Total Other Items of Expense Cost:	$0.00

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	160.0	0.625	$100.00
Total Mileage Cost:				$100.00

Total Additional Cost:	$3,449.00
Total Agreement Amount CDFA will reimburse for Additional Cost:	$3,449.00

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Oriental Fruit Fly Personnel Work Sheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Colusa County

Personnel Costs - Additional					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag Technician	$20.11	$22.46	$42.57	18.00	$766.26
			Detection Total:	**18.00**	**$766.26**
			THWS	**16.50**	
Non-Detection Positions					
Ag Commissioner	$61.20	$41.66	$102.86	3.00	$308.58
Asst Ag Commissioner	$55.66	$36.19	$91.85	12.00	$1,102.20
Fiscal Admin Officer	$42.13	$23.82	$65.95	3.00	$197.85
Accounting Technician	$27.50	$23.13	$50.63	6.00	$303.78
			Non-Detection Total:	**24.00**	**$1,912.41**
				Total Additional Personnel Cost:	**$2,678.67**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Colusa**

Fiscal Year: **2023-2024**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Table 1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGBM					2	2	2	2	2	2		
KB	2	2	2	2	2	2	2	2	2	2	2	2
OF Suppl				2								
MF Suppl				2								
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
EGBM	57.00	x	13.00	=	741.00
KB	89.00	x	26.00	=	2,314.00
OF Suppl	15.00	x	2.00	=	30.00
MF Suppl	34.00	x	2.00	=	68.00
				Total:	3,153.00

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
EGBM	TOTAL:	741	÷	6.00	=	123.50	x1.1(10%	135.85
KB	TOTAL:	2,314	÷	10.00	=	231.40	x1.1(10%	254.54
OF Suppl	TOTAL:	30	÷	2.00	=	15.00	x1.1(10%	16.50
MF Suppl	TOTAL:	68	÷	4.50	=	15.11	x1.1(10%	16.62
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Form 66-223

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Attachment B

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

Fiscal Year 2023-24

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).

2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.

4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.

5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.

6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.

7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2023, and from June 15 through June 30, 2024, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf unless other arrangements are agreed upon with PD/EP.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 2023 / 2024 COMMITMENT FORM

AGRICULTURAL COMMISSIONER	COUNTY
M. Anastacia Allen	Colusa
DETECTION SPECIALIST	DATE
Juan Ayala	8/18/2023

=

TRAPPING		Other COMMITMENT	Core and Additional COMMITMENT CORE	/	ADDITIONAL	TOTAL COMMITMENT
JACKSON TRAP - MEDFLY	MF	0	34	/	34	34
McPHAIL TRAP	MP	0	0	/	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	15	/	15	15
JACKSON TRAP - MELON FLY	ML	0	15	/	0	15
CHAMP TRAP - Garden	CP	0	0	/	0	0
CHAMP TRAP - Rural	CP	0	0	/	0	0
CHAMP TRAP - Rural Residential	CP	0	0	/	0	0
SPONGY MOTH	SM	0	60	/	0	60
JAPANESE BEETLE	JB	0	15	/	0	15
OTHER ADDITIONAL	Khapra Beetle	0	0	/	89	89
	European Grape Berry Moth	0	0	/	57	57
		0	0	/	0	0
		0	0	/	0	0
		0	0	/	0	0
		0	0	/	0	0
		0	0	/	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Attachment D

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.

2. Planting specimens are pre-marked as follows:

    a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
    b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
    c. JBs have a mounting-pin hole through the sternum.

3. Trap type – QCP species correlation:

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	SM	SM
f.	JB	JB
g.	EGVM	EGVM

4. Only one specimen per trap will be planted.

5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.

6. All planting specimens will be in good condition, clearly showing distinguishing body parts.

7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.

7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.

8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.

9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.

2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.

3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.

4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Ana Nistor
AnaMaria.Nistor@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Ana Nistor

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AnaMaria.Nistor@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**
2. **SM or JB: Two, or one plus any other insect (in any combination)**

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Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials.For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

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- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	M. Anastacia Allen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	M. Anastacia Allen
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	M. Anastacia Allen
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Colusa
FY: 23/24

Total Agreement Amount CDFA will reimbur $ 60,103.00

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
Federal Funds	$ 10,643.54	$ 3,756.33				$ 14,399.87	23.96%
State Funds	$ 3,547.89	$ 7,512.67	$ 5,232.57			$ 16,293.13	27.11%
Unclaimed Gas Tax				$ 28,854.00	$ 556.00	$ 29,410.00	48.93%
PD/EP Branch general funds	$ -	$ -	$ -	$ -		$ -	0.00%
CDFA Emergency Funds	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
Totals	**$ 14,191.43**	**$ 11,269.00**	**$ 5,232.57**	**$ 28,854.00**	**$ 556.00**	**$ 60,103.00**	**100%**

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Budget and Survey Quick Guide
Pest Detection County Agreements
Survey Summary Guide: This form is to aid in billing and invoicing

County: Colusa
FY: 23/24

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	EGBM	KB				
Core	34		15	15				**64**	**60**	**15**						
Additional								**0**			57	89				
Other								**0**								
Total trap/site surveyed/Mo	34	0	15	15	0	0	0	64	60	15	57	89	0	0	0	0
Servicing/trap/Mo	2.17		2.17	2.17					**2.17**	**2.17**	2.17	2.17	2.17	2.17		
Servicings/Mo	73.8	0	32.6	32.6	0	0	0	138.9	130	32.6	124	193	0	0	0	0

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			

TRAPPING SEASON for ADDITIONAL ACTIVITIES

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGBM					2	2	2	2	2	2		
KB	2	2	2	2	2	2	2	2	2	2	2	2
MF Suppl				2								
OF Suppl				2								

4 weekly servicings | 2 biweekly servicings | 1 monthly servicings

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

CORE Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required

Trap Activity	%	Cost
Core Cost		
Fruit Flies	0.000%	$0.00
GM	0.000%	$0.00
JB	0.000%	$0.00
Total	**0.000%**	**$0.00**

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	**From:** **To:**

REMIT PAYMENT TO: (County Address)

For State Use Only

Accounting use only:

Accounting use only:

Additional Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

PDEP County Invoice Breakdown

Trap Activity	**%**	**Cost**
Additional Cost		
Fruit Flies	0.000%	$0.00
GM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

COMMENTS:

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

REMIT PAYMENT TO: (County Address)

CalTrap Costs

	Total Hours	Total Costs
Personnel Expenses		
Training Hours	0	$ -
Data Entry Hours [1]	0	$ -
Data Conversion - Manual Entry [2]		$ -
Data Conversion - Bulk Upload [3]		$ -
iPad/iPad Expenses		$ -
Indirect Rate	25%	$ -
Grand Total	**0**	**$ -**

For State Use Only

Data Conversion

	No. of Sites	Cost Per Site	Cost
[2] Data Conversion - Manual Entry	0.00	$1.4000	$0.00
[3] Data Conversion - Bulk Upload	0.00	$0.6323	$0.00

iPad/iPad Expenses

	No. of Devices	Cost Per Devise	Cost
iPad	0.00	$0.00	$0.00
iPad Accessories	0.00	$0.00	$0.00
Data Plan	0.00	$0.00	$0.00
Insurance/Warranty (optional)	0.00	$0.00	$0.00
Total iPad/iPad Expenses:			**$0.00**

COMMENTS:

[1 2 or 3] - County can only bill for 1 of the 3 data conversion hour costs listed. Please see the corresponding superscript notation above. Also reference the executed agreement for allowable CalTrap expenses.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

"COUNTY LETTERHEAD" **INVOICE** Attachment H

California Department of Food and Agriculture
Pest Detection Program
Budget Period FY 2022/2023
Email invoices to: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Trap Activity	Percentage	Amount
Core Cost		
Fruit Flies	0%	$0.00
GM	0%	$0.00
JB	0%	$0.00
Additional Cost		
Fruit Flies	0%	$0.00
GM	0%	$0.00
JB	0%	$0.00
Other traps	0%	$0.00
Totals	**0%**	**$0.00**

CDFA USE ONLY

A. Personnel

Detection Trappers

	Employee Name	Title	Hours	Hourly Rate *	Total
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
11			0.00	$0.00	$0.00
12			0.00	$0.00	$0.00
13			0.00	$0.00	$0.00
14			0.00	$0.00	$0.00
15			0.00	$0.00	$0.00
16			0.00	$0.00	$0.00
17			0.00	$0.00	$0.00
18			0.00	$0.00	$0.00
19			0.00	$0.00	$0.00
20			0.00	$0.00	$0.00
21			0.00	$0.00	$0.00
22			0.00	$0.00	$0.00
23			0.00	$0.00	$0.00
24			0.00	$0.00	$0.00
25			0.00	$0.00	$0.00
				Detection Salary Subtotal:	**$0.00**

Non-Detection Trappers

	Employee Name	Title	Hours	Hourly Rate *	Total
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
11			0.00	$0.00	$0.00
12			0.00	$0.00	$0.00
13			0.00	$0.00	$0.00
14			0.00	$0.00	$0.00
15			0.00	$0.00	$0.00
				Non-Detection Salary Subotal:	**$0.00**

* The Hourly Rate must include Hourly Wage and Benefit Rate

** Overhead percent is editable, must not exceed 25%

Personnel Subtotal:		**$0.00**
Overhead**	0%	**$0.00**
Personnel Total:		**$0.00**

B. Supplies (Itemized such as: trapping poles, office & field supplies, etc.)

		Total
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	Supplies Total:	**$0.00**

C. Subcontractor **Title/Description**

		Hours	Hourly Rate	Total
1				$0.00
2				$0.00
3				$0.00
4				$0.00
			Subcontractor Total:	**$0.00**

D. Vehicle Operations

		Mileage	Rate ***	Total
1	State	0.00	$0.000	$0.00
2	County	0.00	$0.000	$0.00
3	Rental Vehicles	0.00	$0.000	$0.00
4	Other	0.00	$0.000	$0.00
			Vehicle Total:	**$0.00**

*** **Mileage rates: Must not exceed the Federal Mileage Rate**

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

E.	Other Items of Expense (e.g., communications, IT services, Travel)	Total
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	Other Total:	**$0.00**

Remit payment to:

Invoice Total Cost: $0.00

Contact Person	
Mailing Address	
Contact Phone No	
Contact Email	

COMMENTS:

	Green = Fillable cells to be completed by the County.
	Purple = Subtotals and totals. These contain formulas - **DO NOT MODIFY!**
	Orange = Instructions.

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2020 - 22 Pest Detection CalTrap

INVOICE

1/25/22

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**
Orange = instructions.

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Approval Stamp: CDFA USE ONLY

A. PERSONNEL

SALARY - Training

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COS
1			0.00	$0.00	$0.
2			0.00	$0.00	$0.
3			0.00	$0.00	$0.
4			0.00	$0.00	$0.
5			0.00	$0.00	$0.
6			0.00	$0.00	$0.
7			0.00	$0.00	$0.
8			0.00	$0.00	$0.
9			0.00	$0.00	$0.
10			0.00	$0.00	$0.
11			0.00	$0.00	$0.
12			0.00	$0.00	$0.
13			0.00	$0.00	$0.
14			0.00	$0.00	$0.
15			0.00	$0.00	$0.
16			0.00	$0.00	$0.
17			0.00	$0.00	$0.
18			0.00	$0.00	$0.
19			0.00	$0.00	$0.
20			0.00	$0.00	$0.
21			0.00	$0.00	$0.
22			0.00	$0.00	$0.
23			0.00	$0.00	$0.
24			0.00	$0.00	$0.
25			0.00	$0.00	$0.
				SALARY SUBTOTAL:	$0.0

	BENEFITS	BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.0
2		0.0000%	$0.00	$0.0
3		0.0000%	$0.00	$0.0
4		0.0000%	$0.00	$0.0
5		0.0000%	$0.00	$0.0
6		0.0000%	$0.00	$0.0
7		0.0000%	$0.00	$0.0
8		0.0000%	$0.00	$0.0
9		0.0000%	$0.00	$0.0
10		0.0000%	$0.00	$0.0
11		0.0000%	$0.00	$0.0
12		0.0000%	$0.00	$0.0
13		0.0000%	$0.00	$0.0
114		0.0000%	$0.00	$0.0
15		0.0000%	$0.00	$0.0
16		0.0000%	$0.00	$0.0
17		0.0000%	$0.00	$0.0
18		0.0000%	$0.00	$0.0
19		0.0000%	$0.00	$0.0
20		0.0000%	$0.00	$0.0
21		0.0000%	$0.00	$0.0

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

22	0.0000%	$0.00	$0.00
23	0.0000%	$0.00	$0.0
24	0.0000%	$0.00	$0.0
25	0.0000%	$0.00	$0.0
		BENEFIT SUBTOTAL:	$0.0

SALARY - Data Conversion Personell Costs

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COS
1			0.00	$0.00	$0.
2			0.00	$0.00	$0.
3			0.00	$0.00	$0.
4			0.00	$0.00	$0.
5			0.00	$0.00	$0.
6			0.00	$0.00	$0.
7			0.00	$0.00	$0.
8			0.00	$0.00	$0.
9			0.00	$0.00	$0.
10			0.00	$0.00	$0.
11			0.00	$0.00	$0.
12			0.00	$0.00	$0.
13			0.00	$0.00	$0.
14			0.00	$0.00	$0.
15			0.00	$0.00	$0.
				SALARY SUBTOTAL:	$0.0

	BENEFITS	BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.0
2		0.0000%	$0.00	$0.0
3		0.0000%	$0.00	$0.0
4		0.0000%	$0.00	$0.0
5		0.0000%	$0.00	$0.0
6		0.0000%	$0.00	$0.0
7		0.0000%	$0.00	$0.0
8		0.0000%	$0.00	$0.0
9		0.0000%	$0.00	$0.0
10		0.0000%	$0.00	$0.0
11		0.0000%	$0.00	$0.0
12		0.0000%	$0.00	$0.0
13		0.0000%	$0.00	$0.0
14		0.0000%	$0.00	$0.0
15		0.0000%	$0.00	$0.0
			BENEFIT SUBTOTAL:	$0.0

0 % Overhead (Not to exceed 25%)	SALARIES	BENEFITS	OVERHEA COST*
	$0.00	$0.00	$0.
		TOTAL PERSONNEL COST:	$0.0

B. Data Conversion Costs (Manual and Bulk) and Operating Expenses

Item	NO. OF SITES*	COST PER SITE	COS
Data Conversion - Manual Entry	0.00	$1.4000	$0.
Data Conversion - Bulk Upload	0.00	$0.6323	$0.

	NO. OF DEVICES	COST PER DEVICE	COS
iPad	0.00	$0.00	$0.
iPad Accessories	0.00	$0.00	$0.
Data Plan	0.00	$0.00	$0.
Insurance/Warranty (optional)	0.00	$0.00	$0.
		TOTAL SECTION B COSTS:	$0.0

***This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.**

TOTAL MONTHLY INVOICE:	$0.0

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

COMMENTS:

Remit payment to:
Contact Person
Mailing Address
Contact Phone No
Contact Email

Attachment: 23 24 Pest Detection (9598 : 23 24 Exotic Pest Detection)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Linda Aulgur to the College City Cemetery District, effective February 21, 2024 to February 20, 2028. (Application received: Linda Aulgur)

Reappoint Linda Aulgur to the College City Cemetery District, effective February 21, 2024 to February 20, 2028. **(Application received: Linda Aulgur)**

Detailed Description/Background of request

Ms. Aulgur submitted an application to be reappointed to the College City Cemetery District effective February 21, 2024 through February 20, 2028.

Ms. Aulgur meets the requirement set by Health and Safety Code 9022 requiring Trustees be a voter within the District. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023 .

Prior Board Action

Ms. Aulgur was last appointed to the College Cemetery District on May 24, 2022.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Linda Aulger, PO Box 92, Arbuckle, CA 95912, and to the College City Cemetery District, Attn: Carole Cain, PO Box 1430, Arbuckle, CA 95912.

ATTACHMENTS:

- Application from Linda Aulgur (PDF)

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Monday, January 8, 2024 2:03 PM
To: Ann Nordyke; Melissa Kitts; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

⚠ **REMINDER:** This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Colusa County Board of Supervisors Application to Fill a Vacancy

UPON COMPLETION PRESS SUBMIT OR RETURN TO:
Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932
(530) 458-0508 boardclerk@countyofcolusa.org

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	College City Cemetery Board
NAME OF APPLICANT:	Linda C Aulgur
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	126 Emmert Rd, Arbuckle
Address2	PO Box 92
City	Dunnigan
State	CA
Zip	95937
PHONE:	9167681283
E-MAIL:	laulgur@frontier.com
SUPERVISORIAL DISTRICT:	2
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	Current term expires on February 20, 2024

(Section Break)

Attachment: Application from Linda Aulgur (9635 : Appointment to the College City Cemetery District)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve out of state travel for Supervisor Kent Boes to attend the 2024 NACo Legislative Conference in Washington DC from February 10 through February 13, 2024.

Ratify out of state travel for Supervisor Kent Boes to attend the 2024 NACo Legislative Conference in Washington DC from February 10 through February 13, 2024.

Detailed Description/Background of request

NACo will be holding the 2024 Legislative Conference February 10 to February 13, 2024 in Washington DC and Supervisor Boes has requested to attend. Staff made all travel arrangements, but unfortunately, we failed to place this item on the January 30th agenda, so are seeking ratification of the request.

Prior Board Action

None

Fiscal Impact/Funding Source

Airfare: $621.20
Room: $1,325.00
Meal cost is unknown at this time

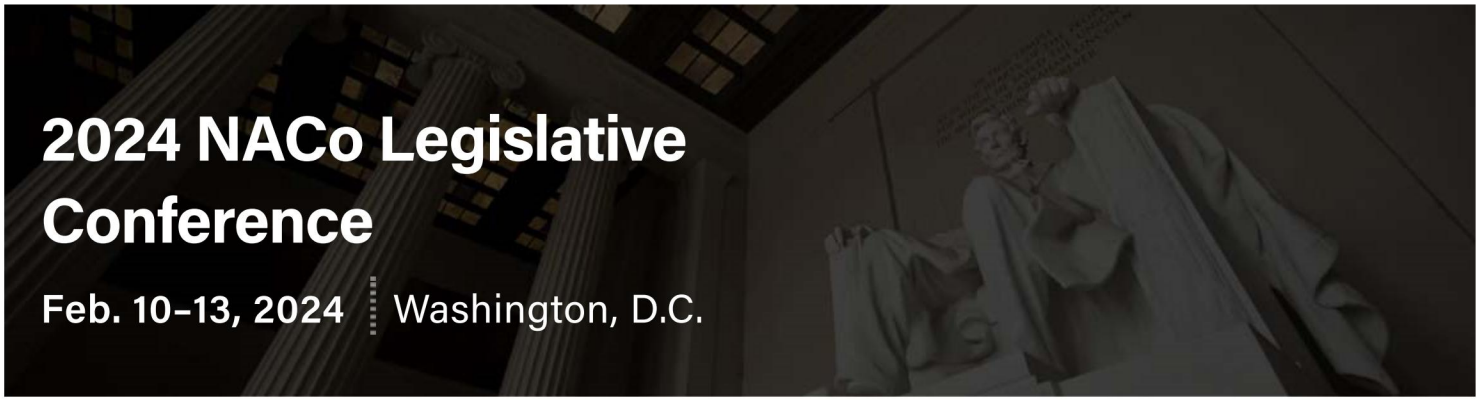
Action for the Clerk

None

ATTACHMENTS:

- 2024 NACo Legislative Conference _ Expl.. (PDF)

NATIONAL ASSOCIATION of COUNTIES NACo



Conference Schedule

All times listed in Eastern Standard Time.

Explore the full schedule for the 2024 NACo Legislative Conference. Use the links below to print the latest version of the schedule or to jump to a specific conference day.

Print Schedule | Friday, Feb. 9 | Saturday, Feb. 10 | Sunday, Feb. 11 | Monday, Feb. 12 | Tuesday, Feb. 13

Friday, Feb. 9

Badge Pick-up Open

7:30 A.M. - 5:00 P.M. | INTERNATIONAL TERRACE WEST

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Resource Center

7:30 A.M. - 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

NACo Store

7:30 A.M. - 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

Optional Pre-Conference Event: NACo-FEMA Just-In-Time Recovery Management Training

Optional Pre-Conference Event | Pre-registration required

View Agenda

8:00 A.M. - 5:00 P.M. | GEORGETOWN, CONCOURSE LEVEL

This session is limited to the first 75 attendees to RSVP through the conference registration process. There is no cost to participate, but please only register if you plan to attend so we can host as many attendees as possible.

As the frequency, severity and cost of natural disasters continues to increase, county officials must be prepared to respond to and recover from these events. To assist in this effort, NACo has partnerec with FEMA to provide members with a day-long training. Known as the Just-in-Time Recovery Management Training, this session will highlight all the federal resources available to counties following a disaster and how to apply, information on how to best prepare your communities before a disaster strikes, and insights into leading through a disaster as a county official.

SPEAKERS

Rebecca Blanco
Assistant Director, Office of Disaster Recovery, U.S. Department of Housing and Urban Development (HUD)

Jane Cage
Volunteer Chairman, Citizens Advisory Recovery Team, Joplin, Mo.

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Stan Gimont
Senior Advisor for Community Recovery, Hagerty Consulting

Tim Gleason
City Manager, Bloomington, Ill.

Linda Langston
Consultant, Langston Strategies Group; former NACo President

Tom Malmay
Local Recovery Manager, Ouachita Parish, La.

Flor Manzanare
Program Specialist, Procurement Disaster Assistance Team, Grant Programs Directorate, FEMA

Tracey Phillips
Deputy Director of Recovery, Hagerty Consulting

Sherry Romero
Training Specialist, IA Cadre Management & Training Branch, Office of Response and Recovery, FEMA

Veanda Simmons
Community Assistance Recovery Support Function, FEMA

Brian Willsey
Supervisory Emergency Management Specialist, Resilience, Mitigation Directorate, FEMA

CIO Technology Speed Sharing

9:00 A.M. – 10:00 A.M. | COLUMBIA 5 & 7, TERRACE LEVEL

IT leaders attending the CIO Forum are invited to attend this one hour of networking. The interactive session will be moderated by the NACo County Technology Advisory Council and will include three twenty-minute table discussion on relevant and emerging technology. Come get to know your IT peers in county government. Breakfast will be provided.

CIO Forum

Pre-registration required

View Agenda

10:30 A.M. – 5:00 P.M. | COLUMBIA 5 & 7, TERRACE LEVEL

The theme for this year's Legislative Conference CIO Forum is "Forward Together: Partnerships in Artificial Intelligence(AI) and Modernization." Attendees will hear how the U.S. Office of Personnel Management is revolutionizing the workforce. Additional sessions will cover the real value of AI, AI

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

strategies and using AI to modernize service delivery. The afternoon will include an update from members of the NACo AI Exploratory Committee as well as an opportunity for attendees to engage ir interactive discussion on the draft guidebook the AI Exploratory Committee is developing.

SPEAKERS

Hon. Andy Brown
County Judge, Travis County, Texas

Guy Cavallo
CIO and CAIO, U.S. Office of Personnel Management

Barry Condrey
CIO, Chesterfield County, Va.

Hon. Christopher Constance, MD
Commissioner, Charlotte County, Fla.

Jayson Dunn
Executive Government Advisor, Amazon Web Services

Sybil Gurney
Assistant Chief Information Officer, Alameda County, Calif.

Michael Hojnicki
Chief of Technology and Administrative Services, New Castle County, Del.

Toni Holmes
Executive Director, Department of Talent Management, Rockdale County, Ga.

Bob Kennedy
CIO, Lehigh County, Pa.

Dessie Calihou
Director of Human Resources, Benefits, Wellness & Risk Manager, Dunn County, N.D.

Julia Kocis
Director, Regional Intelligence and Investigation Center, Lehigh County, Pa.

Kenneth Lennon
Chief Digital Officer, Montgomery County, Md.

Tom Lynch
Chief Information Officer, Cook County, Ill.

Hon. Mary Jo McGuire
NACo President; Commissioner, Ramsey County, Minn.

Danni Melton-Russell
IT Policy Analyst, Montgomery County, Md.

Matt Peters
Chief Technology Officer, CAI

Deiva Ramachandran
Partner, Generative AI Automation Leader, Public Market, IBM Consulting

Gail Roper
CIO, Montgomery County, Md.

David Smith
CIO, San Diego County, Calif.

Shannon Smith
Chief of Staff, Information Technology Department, King County Wash.

Shayna Taqi
Chief Change Officer, Montgomery County, Md.

Ken Wolsey
Partner, Project Delivery Executive, IBM

Hon. Gregg Weiss
Commissioner, Palm Beach County, Fla.

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NACo Ambassadors Meeting

Invitation Only

4:00 P.M. – 5:00 P.M. | HOLMEAD, LOBBY LEVEL

CIO Forum Reception

5:30 P.M. – 7:00 P.M. | COLUMBIA 6 & 8, TERRACE LEVEL

CIO Forum attendees are invited to stay for the reception which will provide an atmosphere of networking and engagement with your peers and NACo corporate partners. There will also be an opportunity to engage in some interactive innovation games as well.

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Saturday, Feb. 10

Badge Pick-up Open

7:00 A.M. – 5:00 P.M. | INTERNATIONAL TERRACE WEST

Resource Center

7:00 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

NACo Store

7:00 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

First-Time Attendee Orientation

First-time attendees will receive an invitation to RSVP. Questions? Email membership@naco.org.

8:00 A.M. – 9:30 A.M. | INTERNATIONAL BALLROOM CENTER, CONCOURSE LEVEL

Attending your first NACo conference? Please join NACo leadership to learn how to navigate the conference and participate in roundtable discussions with NACo Ambassadors (seasoned NACo members) to answer your questions and meet fellow first-time attendees. This session is open to county officials and staff attending their first NACo conference who will receive an invitation to RSVP which are strongly encouraged.

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Policy Coordinating Committee Meeting #1

8:30 A.M. – 9:15 A.M. | HOLMEAD, LOBBY LEVEL

About Policy Steering Committee Meetings

All policy steering committee meetings begin in the morning with informative panel-style discussions, followed by business of the committee, including consideration of interim policy resolutions. Policy steering committee meetings are open to all attendees, but only committee members may vote.

Agriculture and Rural Affairs Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | COLUMBIA 3 & 4, TERRACE LEVEL

Join the Agriculture & Rural Affairs Policy Steering Committee to learn about the diverse challenges facing rural America today, as well as key insights and innovations that can unlock the full potential of our rural communities. Attendees will hear from leaders from nationally renowned policy experts, stakeholders and federal partners. The committee will also participate in discussions on the 2024 Farm Bill and its impact on counties.

SPEAKERS

Paul Balzano
Senior Professional Staff Member, U.S. House Committee on Agriculture

Mikayla Bodey
Senior Professional Staff Member, U.S. Senate Committee on Agriculture, Forestry and Nutrition

Brandon McBride
Executive Director, Appalachian Regional Commission

Hon. Leslie Meyer
Commissioner, Audrain County, Mo.

Hon. Gloria Montaño Greene
Deputy Under Secretary for Farm Production and Conservation U.S. Department of Agriculture

Tom Morris
Associate Administrator for Rural Health Policy, Health Resources and Services Administration, U.S. Department of Health and Human Services

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Doson Nguyen
Legislative Affairs Manager, National Rural Health Association

Kennedy O'Dell
Appropriations and Economic Development Director, Office of U.S. Senator Bob Casey (D-Pa.)

Hon. Kevin Paap
Commissioner, Blue Earth County, Minn.

Anthony Pipa
Senior Fellow, Center for Sustainable Development, Brookings Institution

Jacqueline Ponti-Lazaruk
Chief Innovation Officer, USDA Rural Development

Eric Slee
Senior Professional Staff, U.S. Senate Committee on Agriculture, Forestry and Nutrition

Christopher Stever
Branch Chief, Community Solutions, USDA Rural Development

Ted Stiger
Chief External Affairs and Policy Officer, Rural Community Assistance Partnership

Dr. Steven Thomson
National Program Leader, Division of Agricultural Systems, USDA National Institute of Food and Agriculture

Daniel Webster
Director, Innovation Center Strategic Engagement Division, USDA Rural Development

Hon. Terry Wilbur
Chair, Agriculture and Rural Affairs Steering Committee

Community, Economic and Workforce Development Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | INTERNATIONAL BALLROOM WEST, CONCOURSE LEVEL

Federal partners, national experts and thought leaders will join the Community, Economic and Workforce Development Policy Steering Committee to discuss policy priorities and best practices in affordable housing, community revitalization, workforce development, and more.

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SPEAKERS

Joaquin Altoro
Administrator, Rural Housing Service

Craig Buerstatte
Deputy Assistant Secretary for Regional Affairs, U.S. Economic Development Administration

Mirelle Burgoyne
Deputy Executive Director, National Association of Development Organizations

Brian Cummings
Director, Economic and Workforce Development, Bucks County, Pa.

Taylor Maag
Director of Workforce Development Policy, Progressive Policy Institute

Atissa Ladjevardian
Acting Director of External and Government Affairs, CHIPS Office, National Institute of Standards and Technology, U.S. Department of Commerce

Claudia Monterrosa
Deputy Assistant Secretary for Grant Programs, Office of Community Planning and Development, U.S. Department of Housing and Urban Development

Environment, Energy and Land Use Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | JEFFERSON, CONCOURSE LEVEL

Federal partners and national policy experts will join the Environment, Energy and Land Use Policy Steering Committee to discuss committee priorities, including weather forecasting, water infrastructure financing, the "Waters of the U.S." rule and energy legislation.

SPEAKERS

Sarah Alexander
Energy and Coastal Policy Advisor, Office of U.S. Sen. Bill Cassidy

Susan Bodine
Partner, Earth & Water Law

Ashley Campbell
Counsel, Sher Edling LLP

Carlos Castillo
Senior Vice President, Chief Development Officer, Tidal Basin

Hon. Archie Chaisson, III
President, Lafourche Parish, La.

Erich Eiselt
Deputy General Counsel and Director of Legal Advocacy, International Municipal Lawyers Association

Ken Graham
Director, National Weather Service, National Oceanic and Atmospheric Administration

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Nancy Gilbert
Economic Development Integrator, Economic Development Administration

Hon. Heather Kimball
Council Chair, Hawai'i County, Hawai'i

Jorianne Jerberg
Director of the Water Infrastructure Finance and Innovation Act Program, Office of Water, U.S. Environmental Protection Agency

Chris Moody
Regulatory Technical Manager, American Water Works Association

Steve Polacek
Acting Deputy Assistant Administrator, Water and Environmental Programs, Rural Utilities Service, U.S. Department of Agriculture

Finance, Pensions and Intergovernmental Affairs Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | COLUMBIA 11 & 12, TERRACE LEVEL

The Finance, Pensions and Intergovernmental Affairs Policy Steering Committee meeting will discuss a wide range of matters of importance to counties related to revenues and fiscal management, federal tax reform, pension and retirement benefits, municipal bonds, the intergovernmental partnership and the balance of federalism, elections, and more.

SPEAKERS

Richard Auxier
Principal Policy Associate, Tax Policy Center

Sarah Berlin
Director of Civic Information, Center for Tech & Civic Life

Joel Black
Chair, Governmental Accounting Standards Board (GASB)

Christina Crue
Principal, Deloitte

David Eichenthal
Senior Policy Advisor, Policy Implementation and Delivery, U.S. Department of Treasury

Hon. Scott Erickson
County Clerk, Knox County, Ill.

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Hon. Ricky Hatch
Auditor/Clerk, Weber County, Utah

Hon. Curtis Koch
County Auditor, Davis County, Utah

Hon. Alexander Mirabella
Commissioner, Union County, N.J.

Ashish Sinha
Chief of Staff/Senior Advisor, Election Infrastructure Initiative, Institute for Responsive Government

Rachele Trigueros
Manager, Local and State Government Engagement, Visa

Health Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | COLUMBIA 5 & 7, TERRACE LEVEL

The Health Policy Steering Committee will be joined by federal partners and national experts to share solutions and best practices in key areas such as public health, behavioral and mental health, Medicaid, and long-term care.

SPEAKERS

Dr. Nadia Anderson
Senior Vice President/Chief of Staff and Strategy, Silicon Valley Leadership Group

Lauren Battle
Health Policy Advisor, U.S. Sen. Laphonza Butler (D-Calif.)

Hon. Tarenia Carthan
Commissioner, Douglas County, Ga.

Dr. Richard Cho
Senior Advisor for Housing and Services, U.S. Department of Housing and Urban Development

Eduardo Cisneros
Acting Principal Deputy Director, Intergovernmental and External Affairs, U.S. Department of Health and Human Services Office of the Secretary

Marielle Kress
Senior Health Advisor, Senate Finance Committee

Kellie Kubena
Rural Health Liaison, Rural Development Innovation Center, U.S Department of Agriculture

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Dr. Jessica Lee

Acting Chief Medical Officer, Center for Medicaid and CHIP Services, Centers for Medicare & Medicaid Services (CMS)

Hon. Greg Puckett

Commissioner, Mercer County, W.Va

Dr. Jennifer Roberts

Resilient Systems Mission Office Director, ARPA-H

Charlotte Kaye Rock

Health Policy Advisor, Office of Ranking Member Mike Crapo, U.S. Senate Committee on Finance

Hon. Helen Stone

Commissioner, Chatham County Ga.

Human Services and Education Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | COLUMBIA 9 & 10, TERRACE LEVEL

Join the Human Services and Education Policy Steering Committee to engage with federal agencies, congressional staff and national experts on shared priorities for stabilizing vulnerable county residents.

SPEAKERS

Joy Bivens

Deputy Administrator for Health and Human Services, Franklin County, Ohio

Chris Coudriet

County Manager, New Hanover County, North Carolina

Lisa Davis

Senior Vice President of Program and Advocacy, Share Our Strength

Debra Johnson

Deputy Assistant Secretary for External Affairs, Administration for Children and Families, U.S. Department of Health and Human Services

Hon. Rebecca Jones Gaston

Commissioner, Administration on Children, Youth and Families, U.S. Department of Health and Human Services

Lizzy Letter

Majority Staff Director, U.S. Senate Special Committee on Aging

Cindy Long

Administrator, Food and Nutrition Service, U.S. Department of Agriculture

Rebecca Nathanson

Deputy Policy Director on Women, Children and Families, U.S. Senate Finance Committee

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Marci Phillips

Director of Public Policy & Advocacy, National Council on Aging

Liz Ryan

Administrator, Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice

Ruth Ryder

Deputy Assistant Secretary, Office of Elementary and Secondary Education, U.S. Department of Education

Hon. Toyia Tucker

Councilor, Columbus-Muscogee County, Ga

Cheryl Vincent

Majority Staff Director, U.S. House Ways and Means Committee, Subcommittee on Worker and Family Support

Justice and Public Safety Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | LINCOLN, CONCOURSE LEVEL

Congressional and federal agency partners will join the Justice and Public Safety Policy Steering Committee to discuss critical issues, including mental health in the criminal justice system, disaster mitigation and response, and the outlook for the committee's policy priorities in the 118th Congress.

SPEAKERS

Hon. Alma Adams

U.S. Representative (D–N.C.)

Bill Braniff

Director, Center for Prevention, Programs and Partnerships (CP3), DHS

Wesley Dawson

Director, Office of Community Safety, Prince William County, Va

Hon. George Dunlap

Chairman of the Board, Mecklenburg County, N.C.

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Ken Graham
Director, National Weather Service, National Oceanic and Atmospheric Administration

Chief (Ret.) Dwight Henninger
Senior Law Enforcement Partnership Advisor, Office of the Director, ATF

Greg Jackson
Deputy Director, White House Office of Gun Violence Prevention

Yolanda Jackson
Federal Coordinating Officer, Field Leadership, FEMA

Hon. Sara Knizhnik
Board Member, Lake County, Ill.

Tierra Lemon
Director, Gun Violence Prevention Initiative, Lake County, Ill.

Samantha Medlock
Assistant Administrator, Office of Resilience Strategy, Federal Emergency Management Agency (FEMA)

Hon. Amy Solomon
Assistant Attorney General, Office of Justice Programs, U.S. Department of Justice

Donald Stevens
Counsel, Senator John Cornyn (R-Texas), Senate Judiciary Committee

Rob Wilcox
Deputy Director, White House Office of Gun Violence Prevention

Public Lands Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | COLUMBIA 6 & 8, TERRACE LEVEL

Join the Public Lands Policy Steering Committee to discuss issues related to federal landscape health, public access, resource development, payments to counties and support for gateway counties.

SPEAKERS

Lucinda Andreani
Deputy County Manager, Coconino County, Ariz.

Tyson Bertone-Riggs
Coordinator, Federal Wildland Fire Commission

Hon. Kathy Chandler-Henry
Commissioner, Eagle County, Colo.

Hon. William Cox
Commissioner, Rich County, Utah

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

John Gale
Program Executive for Intergovernmental & External Affairs, Bureau of Land Management

Hon. Heidi Hall
Supervisor, Nevada County, Calif.

Troy Heithecker
Associate Deputy Chief, U.S. Forest Service

Sigrid Johannes
Director, Public Lands Council

Brandon Miller
Professional Staff Member, U.S. House Committee on Natural Resources

Shimiki Ross
National Housing Project Manager, U.S. Forest Service

Veanda Simmons
Community Assistance Recovery Support Function, FEMA

Hon. Nina Waters
Commissioner, Summit County, Colo.

Telecommunications and Technology Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | GEORGETOWN, CONCOURSE LEVEL

The Telecommunications and Technology Policy Steering Committee will discuss county priorities, including the deployment of high-speed broadband to unserved and underserved areas, the rise of artificial intelligence, policy advocacy, and innovative practices on digital solutions for counties.

SPEAKERS

Hon. Jennifer Clark
Board Member, Lake County, Ill.

Hon. Scott Erickson
County Clerk, Knox County, Ill.

Evan Feinman
Director of Broadband Equity, Access, and Deployment (BEAD) Program, National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce

Michael Knapp
CEO & Co-Founder, SkillSmart

Alejandro Roark
Chief, Consumer and Government Affairs Bureau, Federal Communications Commission (FCC)

Ji Soo
Digital Equity Advisor, Office of Educational Technology, U.S. Department of Education

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Wyatt Sterusky
Director of State and Local Government, Guidehouse

Rachele Trigueros
Manager, Local and State Government Engagement, Visa

Hon. Gregg Weiss
Commissioner, Palm Beach County, Fla.

Meredith Williams
Assistant Vice President, Executive Branch, AT&T

Transportation Policy Steering Committee Meeting

View Agenda

9:30 A.M. – 4:30 P.M. | INTERNATIONAL BALLROOM EAST, CONCOURSE LEVEL

Join the Transportation Policy Steering Committee to hear from featured guest speakers and subject matter experts on transportation policies impactful to counties, including the Bipartisan Infrastructure Law and funding for the Federal Aviation Administration.

SPEAKERS

Brian Bell
Democratic Staff Director, Subcommittee on Aviation, U.S. House of Representatives Committee on Transportation and Infrastructure

Jeff Blue
County Engineer, Champaign County, Ill.

Frances Bourne
Democratic Staff Director, Subcommittee on Railroads, Pipelines and Hazardous Materials, U.S. House of Representatives Committee on Transportation and Infrastructure

Michael Gaynor
Assistant Vice President, Field Operations, GORAIL

Hon. Eileen Higgins
Commissioner, Miami-Dade County, Fla.; Chair, NACo Transportation Policy Steering Committee

Ward McCarragher
Vice President of Government Affairs and Advocacy, American Public Transportation Association

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Jackie Schmitz

Democratic Staff Director, Subcommittee on Highways and Transit, U.S. House of Representatives Committee on Transportation and Infrastructure

Charles Small

Deputy Assistant Secretary, Intergovernmental Affairs, U.S. Department of Transportation

Evan Wessel

Policy Advisor, White House Office of Intergovernmental Affairs

First-Time Attendee Policy Steering Committee 101 Session

12:30 P.M. – 1:30 P.M. | TENLEYTOWN, FIRST FLOOR

National Association of Black County Officials (NABCO) Meeting

3:00 P.M. – 5:00 P.M. | TENLEYTOWN, FIRST FLOOR

Policy Coordinating Committee Meeting #2

5:00 P.M. – 5:45 P.M. | HOLMEAD, LOBBY LEVEL

Alabama Delegates Caucus

5:00 P.M. – 6:00 P.M. | SHAW, FIRST FLOOR

National Association of County Administrators (NACA) Executive Board Meeting

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

5:00 P.M. – 6:00 P.M. | NORTHWEST, LOBBY LEVEL

NACA is led by a board of directors made up of nine volunteers of current school member institutions. They exist to serve the membership of the Association. The board works together as a team to strategize, plan, and oversee NACA's future health and viability. The NAC Executive Board Meeting serves as a forum to conduct business that advances NACA's mission and vision.

NACo's NextGen Business Meeting

5:00 P.M. – 6:00 P.M. | COLUMBIA 3 & 4, TERRACE LEVEL

Next Generation (NextGen) is a NACo Affinity group who is dedicated to recognizing and supporting new county officials and staff. The group provides educational and professional development opportunities. The Network also provides an outlet for new county officials to share their talents, ideas and expertise where they can assist one another in discovering their role within NACo.

Texas Reception

Invitation only

5:00 P.M. – 6:00 P.M. | FAIRCHILD EAST, TERRACE LEVEL

North Carolina Caucus Meeting

5:00 P.M. – 6:00 P.M. | COLUMBIA 11 & 12, TERRACE LEVEL

California Caucus Meeting

5:00 P.M. – 6:15 P.M. | COLUMBIA 5 & 7, TERRACE LEVEL

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New Mexico Delegate Reception

5:00 P.M. – 6:30 P.M. | JAY, LOBBY LEVEL

PA Counties Caucus

Open to county attendees from Pennsylvania.

5:00 P.M. – 6:30 P.M. | FAIRCHILD WEST, TERRACE LEVEL

New York State Delegation Reception

5:00 P.M. – 6:30 P.M. | MORGAN, LOBBY LEVEL

Police Jury Association of Louisiana Hospitality Reception

5:00 P.M. – 7:00 P.M. | KALORAMA, LOBBY LEVEL

Colorado Caucus Meeting

5:00 P.M. – 7:00 P.M. | COLUMBIA 2, TERRACE LEVEL

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Georgia Reception

Open to county attendees from Georgia.

5:00 P.M. – 7:00 P.M. | CABINET, CONCOURSE LEVEL

National Association of Hispanic County Officials (NAHCO) Meeting and Reception

5:30 P.M. – 7:30 P.M. | COLUMBIA 9 & 10, TERRACE LEVEL

Women of NACo Legislative Meeting and Reception

5:30 P.M. – 7:30 P.M. | INTERNATIONAL BALLROOM EAST, CONCOURSE LEVEL

Women of NACo (WON) offers an opportunity for all women county officials to connect and further their participation in NACo. This reception is an open invitation to all women of NACo (prospective members) and current WON members to hear from Gwen Lachelt, Executive Director of Western Leaders Network and Appalachian Leaders Network, while networking with one another.

National Democratic County Officials Legislative Reception

6:00 P.M. – 7:30 P.M. | GEORGETOWN WEST, CONCOURSE LEVEL

North Carolina Reception

6:00 P.M. – 7:00 P.M.

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National Association of County Administrators (NACA) Reception

Hosted by MissionSquare Retirement

6:30 P.M. – 7:30 P.M. | ROCK CREEK, FIRST FLOOR

California Delegation Reception

6:30 P.M. – 7:30 P.M. | CHURCHILL HOTEL – KALORAMA BALLROOM

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Sunday, Feb. 11

Badge Pick-up Open

7:00 A.M. – 5:00 P.M. | INTERNATIONAL TERRACE WEST

Resource Center

7:00 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

NACo Store

7:00 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

Non-Denominational Worship Service

7:00 A.M. – 7:45 A.M. | KALORAMA, LOBBY LEVEL

NACo EDGE's HR Workforce Network

8:00 A.M. – 9:00 A.M. | KALORAMA, LOBBY LEVEL

Join the Workforce Network to learn about and become more engaged with AI and HR as well as the Student Debt Relief Program sponsored by SAVI. There are 4 million Americans with student debt -- many of them are in your workforce. Please join us for a short discussion where Tim Brown (NACo EDGE) will be interviewing student debt relief expert Tony Raffa (Savi) on key trends and legislative

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updates related to student debt relief. Tony and Tim will cover strategies many employers use to cut down key barriers in navigating the student debt relief maze. AI is changing the way we engage in business every day. County Administrators and HR and Benefit Professionals are critical in maximizing this resource as well as keeping workers engaged, productive and motivated. Tools like Generative AI allow these individuals to simplify their tasks and attain greater efficiency. Generative AI offers numerous benefits, such as automating repetitive duties, providing immediate assistance to workers, and improving the overall employee experience. Our guest presenters will be Tom Lynch, Cook County, IL Chief Information Officer, and Abbas Al Husseini, NACo's Chief Technology Officer. Tom and Abbas will discuss strategies for using AI tools to effectively maximize resources to help attract and retain county employees.

SPEAKERS

Tom Lynch
Chief Information Officer, Cook County, Ill.

Tony Raffa
Director of Strategy, Savi

Western Interstate Region (WIR) Board of Directors Meeting

View Agenda

8:00 A.M. – 10:00 A.M. | COLUMBIA 6 & 8, TERRACE LEVEL

The Western Interstate Region (WIR) Board of Directors will discuss economic development, resource management and regulatory issues impacting Western and public lands counties.

SPEAKERS

Lucinda Andreani
Deputy County Manager, Coconino County, Ariz.

Hon. William Cox
Commissioner, Rich County, Utah

Tyson Bertone-Riggs
Coordinator, Federal Wildland Fire Commission

Sara Moffat
Senior Advisor, Bureau of Land Management

Zander Bonorris
Director of Partnerships, Vibrant Planet

Jordan Smith
Executive Director, National Endangered Species Act Reform Coalition

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GIS Subcommittee Meeting

View Agenda

8:00 A.M. – 9:45 A.M. | COLUMBIA 3 & 4, TERRACE LEVEL

The Geographic Information Systems (GIS) Subcommittee of the Information Technology Standing Committee focuses on GIS education, national trends and proposed legislation that might affect GIS. Members are county elected officials, surveyors and planners, GIS directors and other county GIS leadership. Attendees will hear from national organizations, partners and counties on relevant topics on current and future landscape of GIS, the impacts of artificial intelligence, autonomous equipment and systems, and modernization as it relates to geospatial.

SPEAKERS

Ben Caruso
Practice Leader, Juniper Networks

Hon. Kevin Boozel
Commissioner, Butler County, Pa.

Patrick Bresnahan, PhD
Geographic Information Officer, Richland County, S.C.

Hon. Reid Demman
Surveyor, Salt Lake County, Utah

Richard Leadbeater
Global Manager: State/Provincial Government Industry Solutions and Government Trade Associations, Esri

Jason Livingood
Vice President, Technology Policy, Product & Standards, Comcast

Elizabeth Lo
IT Director, Bedford County, Va.

Michael Palacios
IT Network Director, Fairfax County, Va.

Linda Thompson
Chief Diversity and Equity Officer, New Hanover County, N.C.

Hon. Kenton Ward
Surveyor, Hamilton County, Ind.

Immigration Reform Task Force (IRTF) Meeting

View Agenda

8:00 A.M. – 9:45 A.M. | COLUMBIA 11 & 12, TERRACE LEVEL

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Join the Immigration Reform Task Force for a discussion with federal officials and national partners about pressing challenges and emerging policy solutions regarding the immigration system.

SPEAKERS

Dr. Julia Gelatt
Associate Director, U.S. Immigration Policy Program

Mark Koumans
Operations Support Deputy Executive Assistant Commissioner, CBP, U.S. Department of Homeland Security

Margie McHugh
Director, National Center on Immigrant Integration Policy, Migration Policy Institute

Hon. Eva Millona
Assistant Secretary for Partnership and Engagement, U.S. Department of Homeland Security

Stacey Street
Director of Office of Grants Administration, FEMA, U.S. Department of Homeland Security

Arts as a Blueprint Forward: Local Solutions for Community Prosperity

Hosted by the NACo Arts & Culture Commission

View Agenda

8:00 A.M. - 9:45 A.M. | COLUMBIA 9 & 10, TERRACE LEVEL

According to Americans for the Arts' recent Arts & Economic Prosperity 6 national study, nonprofit arts and culture organizations generated $151.7 billion in economic activity, supported 2.6 million jobs and raised $29.1 billion in tax revenue in 2022. Hear from the report's authors on how counties track local economic impacts from the arts and advocate for strategic use of funds. The session will explore examples of how local governments are investing in creative partnerships to enhance residents' quality of life and expand access to opportunities for both artists and audiences. Attendees will also receive an update on federal policies and legislation that impact the local art community.

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SPEAKERS

Randy Cohen
Vice President of Research, Americans for the Arts

Jay Dick
Senior Director of State and Local Government Affairs, Americans for the Arts

Hon. Mary Hamann-Roland
Commissioner, Dakota County, Minn.

Hon. Debbie Lieberman
Commissioner, Montgomery County, Ohio

Aaron Myers
Executive Director, DC Commission on the Arts and Humanities

Resilient Counties Advisory Board Breakfast

Limited to Resilient County Advisory Board Members and invited guests, pre-registration required.

8:00 A.M. – 9:45 A.M. | GEORGETOWN, CONCOURSE LEVEL

Since 2022, the private sector has announced $372 billion in clean energy investments. These investments are expected to result in 107 new utility-scale clean energy manufacturing facilities, 40,780 new jobs and $4.4 billion in savings for over 24 million customers served by utilities generating clean power. The U.S. Department of Energy requires that community benefit measures be attached to each new public-private installation. Join NACo's Resilient Counties Advisory Board for a discussion on how county government can maximize the benefits and minimize the risks of clean energy investments for local communities. The discussion will encompass best practices aimed at ensuring the equitable distribution of jobs and fostering development in historically underinvested communities. Don't miss this opportunity to explore how clean energy initiatives can advance community prosperity.

SPEAKERS

Kate Gordon
Visiting Scholar, UC Berkeley Haas School of Business and Former Senior Advisor to Secretary Jennifer Granholm at U.S. Department of Energy

Kristen Granier
Director of Federal Infrastructure Policy, Entergy Services

Hon. Heather Kimball
Council Chair, Hawai'i County, Hawai'i

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Credentials Committee Meeting

8:00 A.M. – 9:45 A.M. | BOUNDARY,TERRACE LEVEL

Large Urban County Caucus (LUCC) Business Meeting

View Agenda

9:00 A.M. – 11:15 A.M. | INTERNATIONAL BALLROOM EAST, CONCOURSE LEVEL

NACo's Large Urban County Caucus (LUCC) is the premier national forum for exchanging ideas and solutions that help urban counties address pressing issues. LUCC members will meet with federal officials and national leaders on policy issues for urban counties, centered around six priority areas for advancing innovative solutions:

- Addressing the impacts of mental health & substance use on communities
- Transportation/infrastructure & accessing BIL funding
- Maternal and infant mortality
- Housing accessibility & homelessness
- Elections and voting rights
- Health care access & equity

SPEAKERS

Hon. Xavier Becerra
Secretary, U.S. Department of Health and Human Services

Hon. Adrianne Todman
Deputy Secretary, U.S. Department of Housing and Urban Development (HUD)

Hon. Kathryn Barger
Supervisor, Los Angeles County, Calif.

Hon. David Crowley
County Executive, Milwaukee County, Wis.

Andi Lipstein Fristedt
Deputy Director for Policy, Communications and Legislative Affairs, Centers for Disease Control and Prevention (CDC)

Hon. Adrian Garcia
Commissioner, Harris County, Texas

Dr. Luisa Godinez-Puig
Equity Scholar & Senior Research Associate, Urban Institute

Hon. Nicole Love Hendrickson
Commissioner, Gwinnet County, Ga.

Nicholas Merriam
Vice President of Programs and Operations, Housing Connector

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Michael Signer
North America Policy Director, Airbnb

The Art of Influence: Unlocking the Secrets of Message Craftsmanship

10:00 A.M. – 11:15 A.M. | HOLMEAD, LOBBY LEVEL

Just as you wouldn't use a wrench to when you should use a hammer, it's important to understand your county's communication tools and how to best use them. This presentation will outline 10 tools counties should consider leveraging to develop and deploy successful communications.

SPEAKERS

Donnell Preskey
Government and Public Affairs Specialist, North Dakota Association of Counties

ForwardTogether: Bridging Divides and Building Trust in Communities

10:00 A.M. – 11:15 A.M. | COLUMBIA 9 & 10, TERRACE LEVEL

In support of President Mary Jo McGuire's **Forward**Together spotlight on bridging divisions and enhancing trust, Convergence Center for Policy Resolution, a leading organization bridging divides to solve seemingly intractable conflict, is creating a toolkit and series of trainings to help improve county leaders' skills to address divisions and build bridges. In this session, we will focus on reducing divides and promoting collaborative problem-solving. Explore innovative strategies to cultivate trust within county government and externally, and strengthen ties with community partners and residents.

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SPEAKERS

Hon. Mary Jo McGuire
NACo President; Commissioner, Ramsey County, Minn.

Mariah Levison
Interim CEO, Convergence

Kit Chalberg
Senior Director, Programs, Convergence

NACo EDGE: The Price is Right!

10:00 A.M. – 11:15 A.M. | LINCOLN EAST, CONCOURSE LEVEL

NACo EDGE offers value-added PEOPLE, PURCHASING and PERFORMANCE solutions that leverage the collective buying power of U.S. counties. Built 100 percent for county governments and advised by county leaders, NACo EDGE's Public Promise Insurance and Public Promise Procurement companies harness 3.5 million county employees and $3 trillion in aggregated spending power to deliver cost-effective solutions for counties, by counties. Valued partners ClearGov and three+one help counties bring transparency and efficiency to strategic planning, budgeting, and investing. Join us and talk with NACo EDGE specialists about solutions tailored to your county's needs.

Rural Action Caucus (RAC) Business Meeting

10:00 A.M. – 12:00 P.M. | INTERNATIONAL BALLROOM WEST, CONCOURSE LEVEL

NACo's Rural Action Caucus (RAC) is the premier national forum for exchanging ideas and solutions that help rural counties address pressing issues. Join this meeting to learn more from senior federal officials, thought leaders and industry partners who will discuss a range of issues important to America's rural counties.

SPEAKERS

Hon. Tom Vilsack
U.S. Secretary of Agriculture

Hon. Tarryl Clark
Commissioner, Stearns County, Minn. and Chair, Telecommunications and Technology Steering Committee

Desmond Brown
Principal Assistant Director, Office of Consumer Populations, Consumer Financial Protection Bureau

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Courtney Dozier

Deputy Director, Broadband Equity, Access, and Deployment (BEAD) Program, National Telecommunications & Information Administration

K. "Gandhi" Eswaramoorthy

Senior Program Manager, Consumer Credit, Payments, and Deposits Markets, U.S. Consumer Financial Protection Bureau

Leanne Gassaway

Vice President, State Government Affairs, CVS Health

Hon. Tracey Johnson

Commissioner, Washington County, N.C., Immediate Past President, North Carolina Association of County Commissioners

Kathleen Metzger

Deputy Director, Veterans Transportation Program, U.S. Department of Veterans Affairs

Patricia Pudwill

Small State and Rural Advocate, FEMA Office of External Affairs - Intergovernmental Relations

Hon. Vance Stuehrenberg

Subcommittee Vice Chair, NACo Transportation Committee Highway/Highway Safety Subcommittee; Commissioner, Blue Earth County, Minn.

IT Standing Committee Meeting

View Agenda

10:00 A.M. – 12:30 P.M. | COLUMBIA 3 & 4, TERRACE LEVEL

The Information Technology (IT) Standing Committee focuses on national initiatives such as dotGov, cyber security, broadband, autonomous vehicles, artificial intelligence and include presentation from entities such as the FCC, CISA (Cyber and Infrastructure Security Agency), StateRamp, NASCIO (state CIOs). Membership includes county IT Leaders, elected officials and other county leaders that have an interest in the technology function and infrastructure. This meeting will focus on artificial intelligence, low-code/no-code, cyber insurance and systems modernization.

SPEAKERS

Marci Andino

Senior Director, Election Infrastructure Information Sharing and Analysis Center

Jennifer Bensi

Senior Strategic SLED Account Executive

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Hon. Terry Burroughs

Commissioner, Okeechobee County, Fla. and Vice Chair, Telecommunications and Technology Steering Committee

John Matelski

Vice Chair, NACo Technology and Telecommunications Committee Chief Information Office, DeKalb County, Ga.

Tim Oliver

Chief Information Officer, Horry County, S.C.

John Regula

Chief Information Officer, Bucks County, Penn.

Justin Schools

Assistant CIO, Horry County, S.C.

Juan Torres

Chief Information Officer, Franklin County, Ohio

Hon. Gregg Weiss

Commissioner, Palm Beach County, Fla.

National Association of Civil County Attorneys Meeting

10:00 A.M. – 12:00 P.M. | NORTHWEST, LOBBY LEVEL

National Association of County Human Services Administrators (NACHSA)

10:00 A.M. – 12:00 P.M. | COLUMBIA 2, TERRACE LEVEL

National Association of LGBT Leaders & Allies Meeting

10:30 A.M. – 12:30 P.M. | COLUMBIA 6 & 8, TERRACE LEVEL

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National Conference of Republican County Officials (NCRCO) Business Luncheon

12:00 P.M. – 1:00 P.M. | FAIRCHILD, TERRACE LEVEL

National Democratic County Officials (NDCO) Business Luncheon

12:00 P.M. – 1:30 P.M. | COLUMBIA 5&7, TERRACE LEVEL

National Organization of Black County Officials / National Association of Black County Officials Membership Meeting

12:00 P.M. – 1:30 P.M. | INTERNATIONAL BALLROOM CENTER, CONCOURSE LEVEL

Healthy Counties Advisory Board Lunch

Invitation only

12:00 P.M. – 1:30 P.M. | GEORGETOWN, CONCOURSE LEVEL

The Healthy Counties Advisory Board (HCAB) will explore how county leaders can address the social drivers of health and the underlying social needs of our residents to improve community health and well-being. A national expert will join a panel of county leaders to share proven approaches and strategies on data collection, surveying, and geospatial mapping, which can be useful in understanding the unique contexts of communities to address specific needs, customize interventions, and prepare for future challenges. This event is open to HCAB members.

Click here to download resources from our partners that will be featured during the session.

SPEAKERS

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Richard Leadbeater
Global Manager: State/Provincial Government Industry Solutions and Government Trade Associations, Esri

Hon. Mary Alford
Commissioner, Alachua County, Fla.

Sharmane Anderson, J.D.
Deputy County Administrator, Clarendon County, S.C.

Hon. Orlando Trainer
Supervisor, Oktibbeha County, Miss.

Membership Standing Committee Meeting

View Agenda

12:00 P.M. – 1:30 P.M. | TENLEYTOWN, FIRST FLOOR

The Membership Standing Committee advises and supports NACo's membership retention and recruitment efforts while championing county engagement with NACo.

National Council of County Association Executives (NCCAE) Business Meeting

12:00 P.M. – 1:30 P.M. | SHAW, FIRST FLOOR

National Association of Native County Leaders & Allies (NANCLA) Luncheon

Invitation only

12:00 P.M. – 1:30 P.M. | KALORAMA, LOBBY LEVEL

The NANCLA Luncheon serves as a platform for Native county leaders, stakeholders, and their allies to convene and discuss pertinent issues facing indigenous communities across the nation.

Commission on Mental Health and Wellbeing Table Top Luncheon

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Commission members only

12:00 P.M. – 2:00 P.M. | ROCK CREEK, FIRST FLOOR

Veterans and Military Services Committee Meeting

View Agenda

2:00 P.M. – 4:00 P.M. | HOLMEAD, LOBBY LEVEL

Join the Veterans and Military Services Committee for a discussion with federal officials and national partners about pressing challenges and emerging policy solutions for veterans, members of the military and their families.

Content warning: this meeting will include a discussion of Military Sexual Trauma, featuring survivors who will discuss their experiences of sexual assault.

SPEAKERS

Danielle Applegate
Board Chair, National Coalition of Homeless Veterans

Martin Caraway
Strategic Advisor and Veterans Service Officer Liaison, U.S. Department of Veterans Affairs

Nichole Coleman
Director of Veterans Affairs, Hannock County, Ohio; Immediate Past President of National Association of County Veteran Service Officers (NACVSO)

Jake Friedman
Senior Legislative Assistant, Rep. Chris Pappas (D-NH-01)

Todd Leatherman
Director, Center for Consumer Protection, National Association of Attorneys General

Hon. Trista Martinson
Commissioner, Ramsey County, Minn.

Daniel Mulatero
Partnership Manager, the National Council for Mental Health Wellbeing

Siobhan Norris
Vice Chair, NACo Veterans and Military Services Committee; Division Director, Veterans Services, Wake County, N.C.

Robert Rader
Sr. Client Development Manager, the National Council for Mental Health Wellbeing

Kayla Williams
Senior Policy Researcher, RAND Corporation

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Global Connections for Your Local Economy: A Hands-On Training to Attract Foreign Investment

Hosted by the International Economic Development Task Force, this session is open to all conference attendees.

2:00 P.M. – 4:00 P.M. | GEORGETOWN, CONCOURSE LEVEL

Successful local economic development efforts are increasingly aimed at the global market. Learning how to attract foreign investment has become a key component of building an effective strategy to grow your county's economy. In this hands-on training, economic development professionals and federal leaders will discuss practical, applicable strategies for how county leaders can better engage the world's economy and international business leaders to bring investment to communities back home.

SPEAKERS

Tim Crouch
Chief Strategy Officer, Choose NJ

Jasjit Singh
Executive Director, SelectUSA, International Trade Administration, U.S. Department of Commerce

Guillermo Mazier
SVP Global Business, fDi Intelligence, Financial Times

Programs and Services Committee Meeting

2:00 P.M. – 3:00 P.M. | FAIRCHILD, TERRACE LEVEL

The Programs and Services Standing Committee advises the NACo officers and the board of directors by preparing reports and recommendations about the need for and effectiveness of new or existing association member programs and services. Join this meeting to learn about current and upcoming NACo offerings and provide input on potential opportunities.

Gulf States, Counties and Parishes Caucus Meeting

View Agenda

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

2:00 P.M. – 4:00 P.M. | LINCOLN EAST, CONCOURSE LEVEL

Congressional and federal agency partners will join the Gulf States Counties and Parishes Caucus to discuss pressing federal issues impacting Gulf Coast communities. Caucus members will also discuss legislative priorities and strategize for future GSCPC efforts. Caucus membership is open to all county and parish officials from Alabama, Florida, Louisiana, Mississippi and Texas.

SPEAKERS

Hon. Christopher Constance, MD
Commissioner, Charlotte County, Fla.

Stan Gimont
Senior Advisor for Community Recovery, Hagerty Consulting

Ken Graham
Director, National Weather Service, National Oceanic and Atmospheric Administration

Erik Milito
President, National Ocean Industries Association

Noah Patton
Senior Policy Analyst - Disaster Recovery, National Low Income Housing Coalition

Eric Poole
Director, Institute for County Government, Florida Association of Counties

Empowering Counties: Priorities for Federal Policy

2:00 P.M. – 3:15 P.M. | COLUMBIA 11 & 12, TERRACE LEVEL

Experience a transformative workshop with keynote speaker Brad Fitch, focusing on effective engagement with lawmakers during congressional visits. Learn the art of crafting compelling arguments through negotiation and compromise, adaptable to all government levels. Gain insights into advocating for county priorities in Washington, D.C. and acquire tools to navigate policy challenges in state houses and communities.

SPEAKERS

Brad Fitch
President & CEO, Congressional Management Foundation

Federal Preemption of Local Decision-Making at the Supreme Court and Beyond

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2:00 P.M. – 3:15 P.M. | COLUMBIA 3 & 4, TERRACE LEVEL

Join legal and policy experts for a discussion of recent and forthcoming cases before the Supreme Court of the United States that have implications for local decision making and preemption of local authority.

SPEAKERS

Stephen J. Acquario, Esq.
Executive Director, New York State Association of Counties

Amanda Karras
Executive Director / General Counsel

Jennifer Henning
Executive Director, County Counsels' Association of California

Christian D. Menefee
County Attorney, Harris County, Texas

Earmarks & Grants 101: Accessing Federal Dollars to Support County Priorities

2:00 P.M. – 3:15 P.M. | COLUMBIA 5 & 7, TERRACE LEVEL

Each year, the federal appropriations process provides counties with opportunities to access discretionary federal funding through Congressionally Directed Spending/Community Projects (also known as earmarks) and grant programs. As a result of these opportunities, hundreds of county governments have secured billions of dollars over the last three funding cycles. Join this session to gain a better understanding of the processes, and learn how your county can seize these opportunities to invest additional federal resources into our communities.

SPEAKERS

Steve Taylor
Principal, Integer, LLC

Securing Direct Funding in Future Surface Transportation Legislation

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

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2:00 P.M. – 3:15 P.M. | COLUMBIA 9 & 10, TERRACE LEVEL

Counties own and operate more roads (44 percent) and bridges (38 percent) than any other level of government, yet receive no consistent federal transportation funding for these assets that serve many more than just our residents. Upon expiration of the Bipartisan Infrastructure Law in 2026, authorization for funding America's surface transportation systems will also end and provide a new opportunity for lawmakers to remedy this historical inequity. Join this workshop to learn more about potential paths forward for counties to better access federal investments in roads, bridges, transit systems and rail networks.

SPEAKERS

Hon. Eileen Higgins
Commissioner, Miami-Dade County, Fla.; Chair, NACo Transportation Policy Steering Committee

Kevan Stone
Executive Director, National Association of County Engineers

NACo Board of Directors Forum

3:15 P.M. – 4:45 P.M. | JEFFERSON & LINCOLN WEST, CONCOURSE LEVEL

SPEAKERS

Dr. Donna Phillips
Vice President & Chief Program Officer, Center for Civic Education

Hon. Tracy Stone-Manning
Director, U.S. Bureau of Land Management

Inflation Reduction Act Funds: Energizing County Initiatives

View Agenda

3:30 P.M. – 5:00 P.M. | COLUMBIA 3 & 4, TERRACE LEVEL

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

The Inflation Reduction Act (IRA) provides significant funding directly to counties to deploy clean energy, reduce emissions, increase energy efficiency and more. This funding is delivered through several different financing mechanisms, including tax incentives, grants, loans and rebates. Join this session to learn about IRA funds, how to access them and for which types of projects they can be used.

SPEAKERS

Jack Groarke
Senior Advisor for Implementation, U.S. Environmental Protection Agency

Dr. Taresa Lawrence
Director of State, Local Tribal and Territorial Policy, U.S. Department of Energy

Michael Kaercher
Senior Attorney Advisor and Director of the Climate Tax Project at the Tax Law Center, New York University School of Law

Ryan Whalen
Special Assistant to the President and Senior Advisor for Implementation, The White House

Reducing Red Tape: Breaking Down the Federal Permitting Process for Counties

View Agenda

3:30 P.M. – 4:45 P.M. | COLUMBIA 5 & 7, TERRACE LEVEL

Counties own and operate a vast amount of the nation's infrastructure networks, including roads and bridges, public transit, and water and wastewater systems. Join this workshop to learn more from federal and local officials about how the federal permitting process impacts local infrastructure projects and paths forward for streamlining the federal permitting process.

SPEAKERS

Hon. Lorraine Cochran-Johnson
Commissioner, DeKalb County, Ga.

Hon. Rhonda Duggan
Supervisor, Mono County, Calif.

Josh Harvill
County Engineer, Chambers County, Ala.; Vice President, Southeast Region, National Association of County Engineers

Hon. Eileen Higgins
Commissioner, Miami-Dade County, Fla.; Chair, NACo Transportation Policy Steering Committee

Matt Machado
Deputy Chief Administrative Officer and Director of Community Development & Infrastructure, Santa Cruz County, Calif.

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Sanjay Patnaik

Director - Center on Regulation and Markets, Bernard L. Schwartz Chair in Economic Policy Development; Senior Fellow - Economic Studies, The Brookings Institution

Hon. Sheila Rutledge

Board Member, DuPage County, Ill.

Immigration Law Essentials: What Counties Need to Know

3:30 P.M. – 4:45 P.M. | COLUMBIA 11 & 12, TERRACE LEVEL

Join legal and policy experts to discuss the fundamentals of immigration law and the United States immigration system.

SPEAKERS

Theresa Cardinal Brown

Senior Advisor, Immigration and Border Policy, Bipartisan Policy Center

Amy Grenier

Policy & Practice Counsel, American Immigration Lawyers Association

Introducing Nationwide Indexed Principal Protection (NW-IPP)

3:30 P.M. – 4:45 P.M. | KALORAMA, LOBBY LEVEL

Social Security: the Choice of a Lifetime

Employees face an uncertain future, with 79 percent of retirees saying that workers do not know enough about investing to ensure their savings last through retirement and 61 percent that preparing for retirement makes them stressed. Employees also typically find it challenging to calculate precisely how to spend down their retirement savings so that their nest egg lasts as long as they live. Therefore, employees are looking to employers for guaranteed income solutions--three-quarters would roll at least some defined contribution plan savings into a financial product that would

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

guarantee income for life. This workshop will focus on key strategies and solutions available to employees through 457(b) Supplemental Retirement Plans such as the Protected Retirement Income Solutions and Social Security.

SPEAKERS

Roberta Eckert
Vice President, Nationwide Retirement Institute

Eric Glinsky
Defined Contribution Product Specialist, Nationwide

National Center for Public Lands Counties: The Intergovernmental Partnership & Federal Lands Management

View Agenda

3:30 P.M. – 4:45 P.M. | COLUMBIA 9 & 10, TERRACE LEVEL

This workshop is the inaugural event hosted by the National Center for Public Lands Counties, a new initiative of the NACo Research Foundation. Members will hear from the center's advisory board about the county role in federal lands management and how counties serve as constructive partners with federal agencies during the National Environment Policy Act (NEPA) or resource management planning processes.

SPEAKERS

Hon. Todd Devlin
Commissioner, Prairie County, Mont.

Hon. Wes McCart
Commissioner, Stevens County, Wash.

Troy Heithecker
Associate Deputy Chief, U.S. Forest Service

National Association of County Intergovernmental Relations Officials (NACIRO) Meeting

3:30 P.M. – 5:00 P.M. | COLUMBIA 2, TERRACE LEVEL

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

SPEAKERS

Joshua Sheinkman
Staff Director, Democratic, U.S. Senate Finance Committee

Minnesota Caucus Meeting

4:45 P.M. – 6:30 P.M. | GEORGETOWN, CONCOURSE LEVEL

Florida Delegates Reception

5:00 P.M. – 6:00 P.M. | SHAW, FIRST FLOOR

North Carolina Association of Black County Officials Meeting

5:00 P.M. – 6:00 P.M. | LINCOLN EAST, CONCOURSE LEVEL

Football Watch Party

6:00 P.M. – 10:00 P.M. | INTERNATIONAL BALLROOM, CONCOURSE LEVEL

Big screens, great snacks, and all your NACo friends - this will be a football watch party to remember! Access to this event is included with conference registration. To bring guests or family members, additional tickets ($60 adults, $30 children) may be purchased through the registration process or at the door on the evening of the event.

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Monday, Feb. 12

Wellness Activity

7:00 A.M. – 7:30 A.M. | NORTHWEST, LOBBY LEVEL

Join NACo President Mary Jo McGuire for a Qigong wellness activity. Start your day igniting your internal energy with an ancient practice that combines breathing and movement to nourish your mind and body for the day ahead. (No special skills or equipment needed; normal business attire is acceptable to wear.)

Badge Pick-up Open

7:30 A.M. – 5:00 P.M. | INTERNATIONAL TERRACE WEST

Resource Center

7:30 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

NACo Store

7:30 A.M. – 5:00 P.M. | COLUMBIA WEST, TERRACE LEVEL

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

West Region Caucus Meeting

8:00 A.M. – 9:00 A.M. | COLUMBIA 5 & 7, TERRACE LEVEL

Northeast Region Caucus Meeting

8:00 A.M. – 9:00 A.M. | COLUMBIA 3 & 4, TERRACE LEVEL

South Region Caucus Meeting

8:00 A.M. – 9:00 A.M. | COLUMBIA 6 & 8, TERRACE LEVEL

Central Region Caucus Meeting

8:00 A.M. – 9:00 A.M. | COLUMBIA 9 & 10, TERRACE LEVEL

General Session

9:30 A.M. – 11:30 A.M. | INTERNATIONAL BALLROOM, CONCOURSE LEVEL

SPEAKERS

Hon. Don Graves
Deputy Secretary of the U.S. Department of Commerce

Hon. Marc Molinaro
U.S. Representative (R-N.Y.)

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

National Association of County Administrators (NACA) Idea Exchange

11:45 A.M. – 3:00 P.M. | GEORGETOWN, CONCOURSE LEVEL

Join the National Association of County Administrators for an informal discussion on critical topics facing county administrators. Previous topics have included the COVID comeback (budget impacts, vaccine distribution and public health orders, small business assistance, broadband, affordable housing), the race for talent (succession planning, recruitment and retention), moments of change (addressing racial and social justice issues through the county role in criminal justice), plus other challenges.

NACo Board of Directors Meeting

1:00 P.M. – 3:00 P.M. | JEFFERSON & LINCOLN WEST, CONCOURSE LEVEL

WRDA 101: Navigating the Water Resources Development Act to Achieve County Priorities

1:30 P.M. – 2:45 P.M. | COLUMBIA 11 & 12, TERRACE LEVEL

Congress is working to reauthorize the Water Resources Development Act (WRDA) in 2024. The legislation, which has been passed on a bipartisan basis every two years since 2014, authorizes wate resource studies and projects and sets policies for navigation, flood control, water supply and emergency management for the U.S. Army Corps of Engineers. As owners, users and regulators of water resources and infrastructure, counties are directly impacted by the policies and funding authorized in WRDA. Join this session to learn more about the outlook for WRDA 2024.

SPEAKERS

Edward Belk
Director of Civil Works, U.S. Army Corps of Engineers

Hon. Gary Moore
NACo Past President; Judge/Executive, Boone County, Ky.

Linnea Saby
Knauss Sea Grant Legislative Fellow, Committee on Environment and Public Works, U.S. Senate

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Ryan Seiger

Democratic Staff Director/Senior Counsel, Subcommittee on Water Resources and Environment, Committee on Transportation and Infrastructure, U.S. House of Representatives

Julie Ufner

President & CEO, National Waterways Conference

Federal Policy Summits

NACo's Federal Policy Summits are a unique opportunity to hear from high-level federal speakers and national experts about some of the most pressing challenges facing the nation's counties.

The Transformative Power of Artificial Intelligence: A Summit Hosted by the NACo AI Exploratory Committee

View Agenda

3:30 P.M. - 5:00 P.M. | INTERNATIONAL BALLROOM CENTER, CONCOURSE LEVEL

NACo's Artificial Intelligence summit will bring together Administration officials, federal agency leaders, and subject matter experts to discuss the rise of generative artificial intelligence. Attendees will discover the transformative power of artificial intelligence through a keynote address from the White House Office of Science and Technology Policy, a fireside chat with the Director of the Consumer Financial Protection Bureau on the agency's role in protecting consumers, and an executive panel discussion from federal agencies and subject matter experts on how artificial intelligence is transforming governance and the economy.

SPEAKERS

Grace Abuhamad

Chief of Staff, Office of the Assistant Secretary, National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce

Hon. Andy Brown

County Judge, Travis County, Texas

Rohit Chopra

Director, Consumer Financial Protection Bureau

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Dr. Arati Prabhakar
Director of the White House Office of Science and Technology Policy (OSTP) and Assistant to the President for Science and Technology, White House

Helena Fu
Director, Office of Critical and Emerging Technology, U.S Department of Energy

Nadia Hansen
Digital Transformation Executive, Salesforce

Gerry Petrella
General Manager, U.S. Public Policy, Microsoft

Hon. Gregg Weiss
Commissioner, Palm Beach County, Fla.

Counties Ready for 2024: A Summit on Election Administration

View Agenda

3:30 P.M. – 5:30 P.M. | COLUMBIA 6 & 8, TERRACE LEVEL

Free and fair elections are an essential foundation of American democracy, and counties are an essential intergovernmental partner in our nation's electoral system. Counties are typically responsible for administrating elections on the ground from managing the voting systems at over 100,000 polling places to overseeing over 630,000 poll workers each election cycle. During this policy summit, attendees will hear from cross-industry experts on the county role in preparing for the 2024 election in which voters are able to seamlessly cast their ballots and results are timely and accurate. Sessions will highlight the most pressing issues for counties, including the need for dedicated federa funding for election administration and the need to strengthen protections for election officials amidst heightened misinformation.

SPEAKERS

Hon. Christy McCormick
Commissioner, U.S. Election Assistance Commission (EAC)

Hon. Adrian Fontes
Secretary of State, State of Arizona

Major Garrett
Chief Washington Correspondent, CBS News

Hon. Bill Gates
Supervisor, Maricopa County, Ariz.

Hon. Cheryl Kagan
State Senator, Maryland State Senate

Hon. Bryan Steil
U.S. Representative (R-Wis.); Chair, U.S. House Committee on House Administration

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Hon. Jack Sellers
Board Chairman, Maricopa County, Ariz.

Future-Proofing County Property Now and Beyond: A Summit on Disaster Preparedness and Insurance

View Agenda

3:30 P.M. – 5:00 P.M. | COLUMBIA 5,7, 9, 10

As the frequency, severity and cost of natural disasters continues to increase, counties are on the front lines preparing our communities and residents to face the impacts while managing response efforts. One critical tool is access to affordable insurance. However, some states have started to see insurers withdraw entirely, leaving residents and communities without access to property and casualty insurance. This summit will highlight how the federal government aims to assist counties and provide insights from insurance industry leaders on the state of the market and opportunities to address the challenges we face.

SPEAKERS

Hon. Deanne Criswell
Administrator, Federal Emergency Management Agency (FEMA)

Hon. James Gore
NACo First Vice President; Supervisor, Sonoma County, Calif.

Hon. Heidi Hall
Supervisor, Nevada County, Calif.

Daniel Kaniewski
Managing Director, Public Sector, Marsh McLennan

Sean Kevelighan
President and CEO, Insurance Information Institute

Shana Oppenheim
Assistant Director, Financial Policy & Legislation, National Association of Insurance Commissioners

Steven E. Seitz
Director, Federal Insurance Office (FIO), U.S. Department of the Treasury

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Come Learn About NACCTFO!

5:00 P.M. – 6:00 P.M. | MORGAN, LOBBY LEVEL

Utah Caucus Meeting

5:00 P.M. – 8:00 P.M. | COLUMBIA 2, TERRACE LEVEL

LUCC / RAC / NACo Board of Directors Joint Reception

Open to members of LUCC, RAC and NACo's Board of Directors

6:30 P.M. – 9:00 P.M. | OFFSITE

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Tuesday, Feb. 13

Badge Pick-up Open

7:30 A.M. – 12:30 P.M. | INTERNATIONAL TERRACE WEST

Resource Center

7:30 A.M. – 12:30 P.M. | COLUMBIA WEST, TERRACE LEVEL

NACo Store

7:30 A.M. – 12:30 P.M. | COLUMBIA WEST, TERRACE LEVEL

Federal Agency Expo & Breakfast

Learn More

9:00 A.M. – 11:30 A.M. | INTERNATIONAL BALLROOM, CONCOURSE LEVEL

NACo's Federal Agency Expo convenes over 100 federal officials representing dozens of offices in one place, ready to engage with conference attendees.

Luggage Storage at NACo Offices

10:00 A.M. – 6:00 P.M. | NACO HQ

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

660 North Capitol Street NW
Suite 400

County Capitol Hill Day of Action

12:00 P.M. – 5:00 P.M. | CAPITOL HILL

Arrange a meeting on your own with your Member of Congress to advocate for the county legislative agenda. Using NACo's Advocacy Hub, NACo Members can advance the most important county issues on Capitol Hill.

Open House at NACo HQ

12:00 P.M. – 5:00 P.M. | NACO HQ

660 North Capitol Street NW
Suite 400

Capitol Hill Briefing: County Leadership in Mental Health: Overcoming Barriers for Equitable Care Access

RSVP Here

1:00 P.M. – 2:00 P.M. | RAYBURN HOUSE OFFICE BUILDING, ROOM 2075

Please join NACo and the National Association of County Behavioral Health & Development Disability Directors for a timely discussion on the Institutions of Mental Disease Exclusion policy and its impact on local communities. At this signature event, attendees will hear from county officials and intergovernmental partners as they examine how reforming Medicaid's Institutions of Mental Diseases exclusionary policy would greatly expand the treatment capacity while also promoting equitable access. This briefing will have light refreshments.

Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

Closing Reception on Capitol Hill

4:30 P.M. – 6:30 P.M. | KENNEDY CAUCUS ROOM, RUSSELL SENATE OFFICE BUILDING

The reception will be a unique opportunity to network with congressional staff and your colleagues. The entrance to the Capitol Hill Reception is the Russell Senate Office Building, located on the corner of C Street and Delaware Avenue NE.

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660 North Capitol Street, NW Suite 400
Washington, DC 20001

(202) 393-6226
(888) 407-NACo (6226)

Contact Us

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Attachment: 2024 NACo Legislative Conference _ Expl.. (9645 : Approve out of State Travel for Supervisor Kent Boes)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Behavioral Health

FROM: Bonnie Briscoe

SUBJECT: Approve out of state travel for 5 County staff to attend the National Commission on Correctional Health Care Conference in St. Louis, Missouri in April 2024.

Approve out of state travel for 5 County staff to attend the National Commission on Correctional Health Care Conference in St. Louis, Missouri in April 2024.

Detailed Description/Background of request

In discussions with the County Administrator, the DHHS Director, and the Sheriff's Department regarding the potential to deliver county operated healthcare services in the Colusa County Correctional Center, it was suggested the county seek accreditation from the National Commission on Correctional Health Care (NCCHC). NCCHC accreditation is considered the gold standard for correctional health care and provides the structure and quality metrics necessary to deliver excellent health care services.

In an effort to gain information to assist staff with developing a potential program for the Board's consideration, CCDBH would like to send a representative from the Sheriff's Department, the DHHS Director, an additional DHHS staff whom oversees the project for the department, BH Director and the BH Program Manager whom oversees the project for the department to the National Commission on Correctional Health Care Annual Conference which is in April 2024 in St. Lois, Missouri. This conference will provide the staff that attend with a variety of workshops that include Medical, Mental Health, Quality Improvement, Reentry, Special Populations, Substance Use, and Technology. This conference will also allow the staff that attend, networking opportunities to learn from peers across the nation who are implementing the same type of program within their own organizations.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted utilizing MAT grant funds from DHCS via Health Management Associates, Inc.,

Conference costs-$490/ person
Estimated Travel costs-$1,400/person

Action for the Clerk

None.

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Approve Notice of Completion for Grimes Arbuckle & River Road Reconstruction and authorize the Director of Public Works to sign and record same.

Approve Notice of Completion for Grimes Arbuckle & River Road Reconstruction and authorize the Director of Public Works to sign and record same.

Detailed Description/Background of request

On September 26, 2023 the Board approved contract C23-214 with **Baldwin Contracting Company, Inc., dba Knife River Constriction** . All work was completed December 2, 2023 . Accordingly, this agenda item seeks to finalize the required Notice of Completion .

Prior Board Action

Approved FY 23/24 Department Budget & C23-21401

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Notice of Completion.

Action for the Clerk

Obtain Director Signature & file Notice with Clerk Recorder's office.

ATTACHMENTS:

- Notice of Completion RD 2 & 4 (PDF)

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.

2. The full name of the owner is the County of Colusa.

3. The full address of the owner is 546 Jay Street, Colusa, CA 95932.

4. The nature of the interest or estate is: Owner

5. The full name and address of the owner who holds title or interest with the above named property are: County of Colusa

6. A work of improvement on the property herein described was completed on, **December 2nd, 2023.**

7. The name of the contractor performing the work of improvement is **Baldwin Contracting Company, Inc. dba Knife River Construction.**

8. The street address of said property is on **Grimes Arbuckle and River Roads.**

9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Reconstruction on Grimes Arbuckle/River Road
Project Number: 30004/2-2023

(SEE EXHIBIT A FOR SPECIFIC LOCATION)

_____ Date

_____ Michael J Azevedo, Director

STATE OF CALIFORNIA }
County of Colusa }

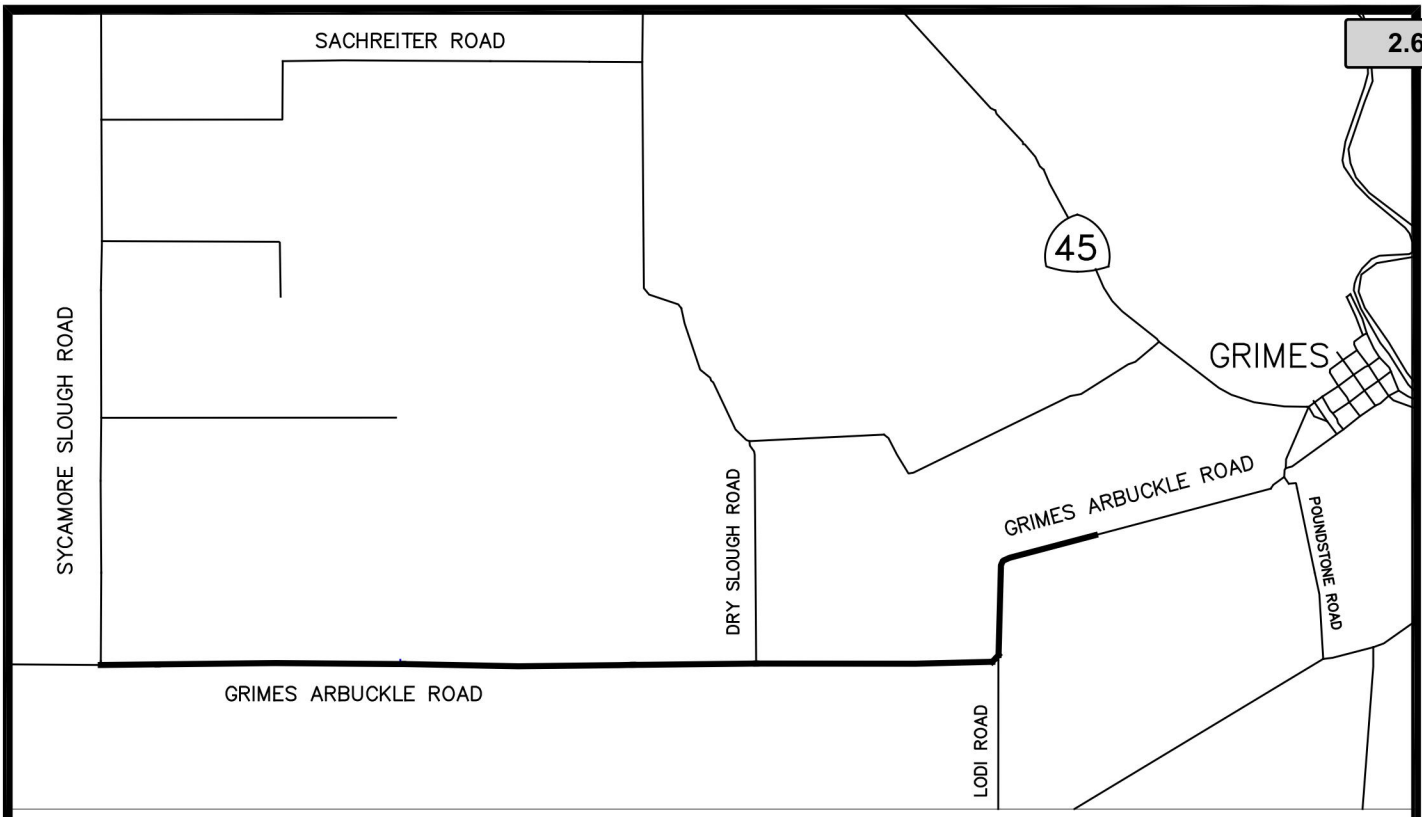
The undersigned, Michael J Azevedo, being duly sworn as the Director of Public Works, County of Colusa, State of California, says that I am the agent of the owner of the property described herein in the foregoing Notice of Completion and know the contents thereof to be true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF COLUSA:

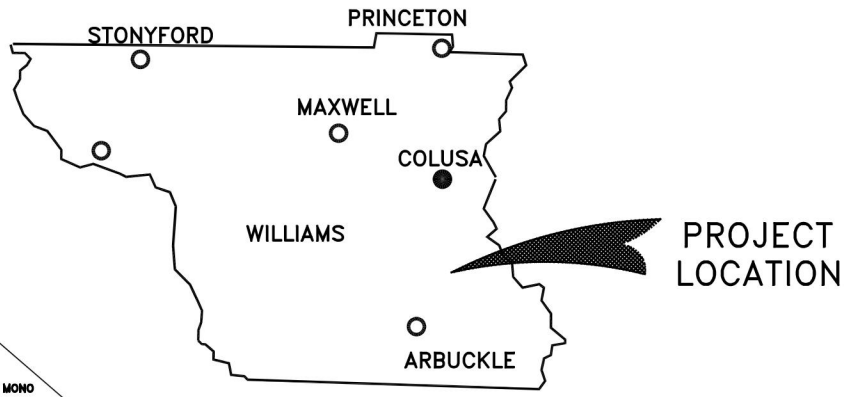
_____ Date

_____ Michael J Azevedo, Director

Attachment: Notice of Completion RD 2 & 4 (9600 : Approve Notice of Completion - Reconstruction on Grimes Arbuckle & River Rds)







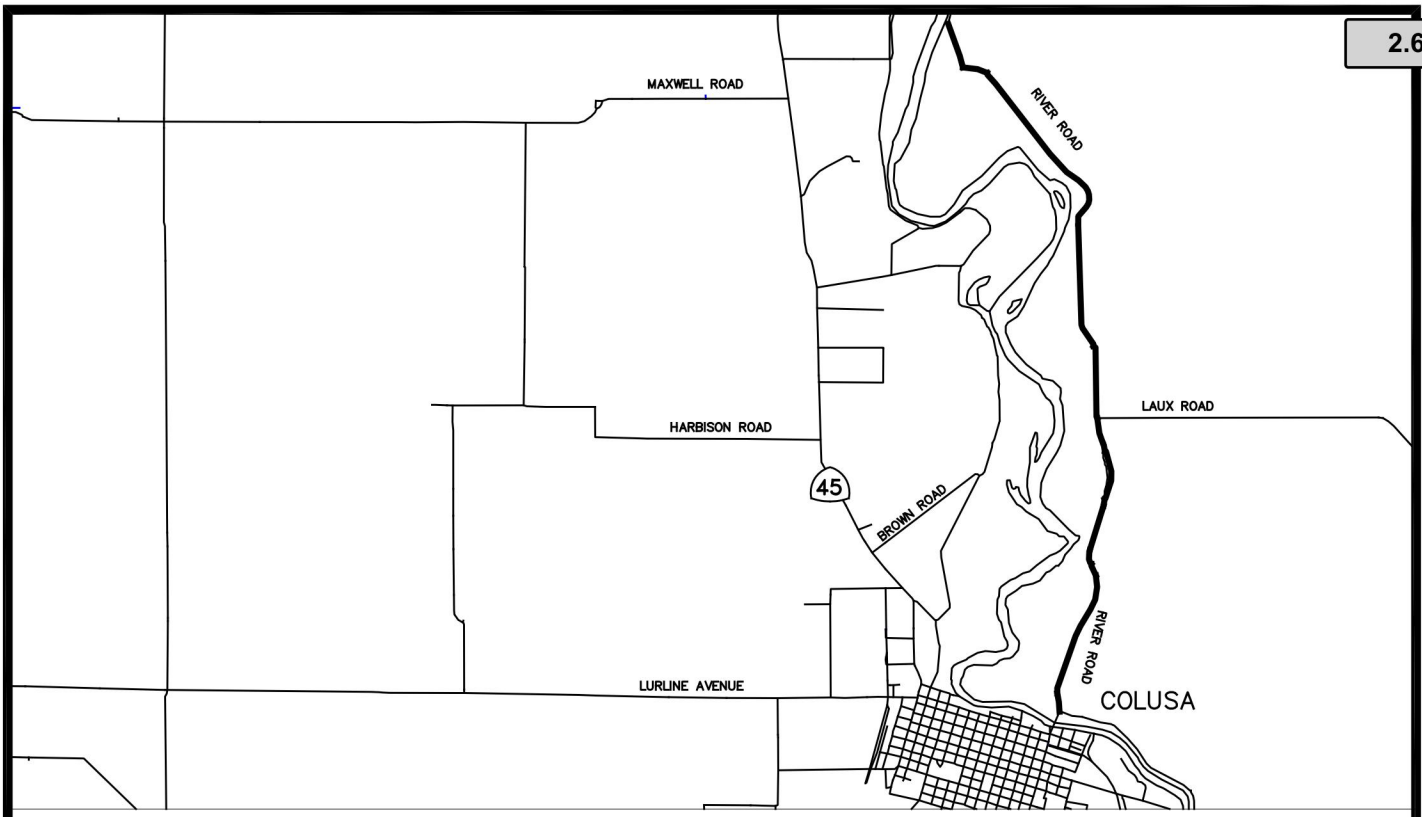
COUNTY OF COLUSA — DEPARTMENT OF PUBLIC WORKS

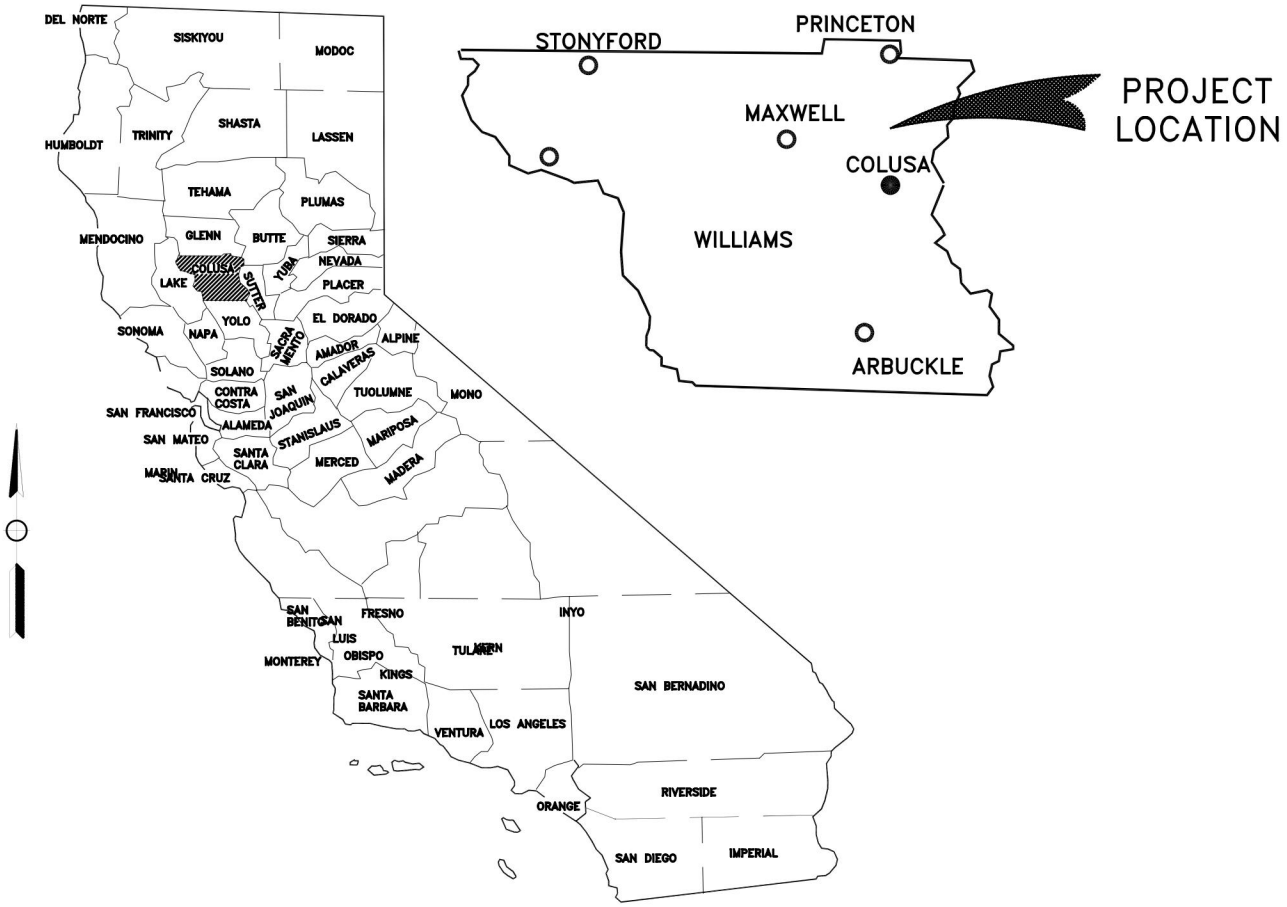
LOCATION MAP
2023 ROAD RECONSTRUCTION
COLUSA COUNTY

GRIMES ARBUCKLE ROAD

SCALE = NONE | JANUARY 1

Attachment: Notice of Completion RD 2 & 4 (9600 : Approve Notice of Completion - Reconstruction on Grimes Arbuckle & River Rds)





COUNTY OF COLUSA — DEPARTMENT OF PUBLIC WORKS

LOCATION MAP
2023 ROAD RECONSTRUCTION
COLUSA COUNTY

RIVER ROAD

SCALE = NONE

JANUARY 1

Attachment: Notice of Completion RD 2 & 4 (9600 : Approve Notice of Completion - Reconstruction on Grimes Arbuckle & River Rds)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Approve 2nd Modification to Actuarial Professional services contract, by deleting all references of Contractor (Demsey, Filliger & Associates, LLC) and replace with new Contractor, Foster & Foster Consulting Actuaries, Inc.**

Approve 2nd Modification to Actuarial Professional services contract, by deleting all references of Contractor (Demsey, Filliger & Associates, LLC) and replace with new Contractor, **Foster & Foster Consulting Actuaries, Inc.**

Detailed Description/Background of request

The county currently has an existing contract #C20-219 with Demsey, Filliger & Associates (DFA) to perform GASB 75 OPEB actuarial valuation reports. The Auditor received an email on January 4, 2024 notifying him that DFA has been acquired by Foster & Foster Consulting Actuaries. The new firm has agreed to be bound by the terms of our existing agreement with DFA.

Prior Board Action

C21-138 1st Modification
C20-219

Fiscal Impact/Funding Source

none for this action

Action for the Clerk

Number and send to: Foster & Foster Consulting Actuaries, Inc. Attn: Drew Ballard, Senior Consulting Actuary, 411 Borel Avenue, Suite 620, San Mateo, CA 94402

ATTACHMENTS:

- 2nd Mod to C20-219 Name Change to Foster and Foster (DOCX)
- C21-138 1st Modification Demsey, Filliger, and Associates, LLC (PDF)
- C20-219 Demsey, Filliger & Associates, LLC (PDF)

Second Modification of C20-219 Actuarial Professional Services Contract

This Second Modification of Actuarial Professional Services Contract is between Colusa County (County), a political subdivision of the State of California, and Foster & Foster Consulting Actuaries, Inc., (Contractor), a Florida Corporation.

Background

On December 15, 2020, the parties executed Contract C20-219 to provide the County with Governmental Accounting Standards Board ("GASB") Standard No. 75 Other Post-Employment Benefits ("OPEB") Actuarial Valuation reports and ongoing assistance in preparation or review of GASB 75 footnote disclosures.

On August 3, 2021, the parties executed the First Modification to the contract (C21-138) increasing the compensation and adding a one-time Pension Actuarial.

Demsey, Filliger & Associates has been acquired by Foster & Foster Consulting Actuaries, Inc. Under the acquisition, Foster & Foster acquired the work stated to be performed under this agreement, and has agreed to be bound by the terms of the original agreement with Demsey, Filliger & Associates.

The parties now want to modify the Contract references to Contractor.

Modification

The parties agree to modify the Contract effective January 4, 2024, as follows:

1. All references to Contractor is modified to remove Demsey, Filliger & Associates (DFA) and replace with Foster & Foster Consulting Actuaries, Inc.
2. Section 13. Written Notification is modified to remove the notification name and address and replace with: Foster & Foster Consulting Actuaries, Inc, Attn: Drew Ballard, Senior Consulting Actuary, 411 Borel Avenue, Suite 620, San Mateo, CA 94402.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

FOSTER & FOSTER CONSULTING ACTUARIES, INC.

_____
Signature

_____Date:_____
Printed Name & Title

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

Attachment: 2nd Mod to C20-219 Name Change to Foster and Foster [Revision 1] (9632 : 2nd Mod Demsey, Fillger & Associates-NAME

_____

Patricia Rodriguez, Deputy Clerk

Attachment: 2nd Mod to C20-219 Name Change to Foster and Foster [Revision 1] (9632 : 2nd Mod Demsey, Fillger & Associates-NAME

C21-138

First, Modification of Contract C20-219 for Actuarial Professional Services

This First Modification of Contract C20-219 for Actuarial Professional Services is between County of Colusa (County), a political subdivision of the State of California, and Demsey, Filliger & Associates, LLC (DFA) (Contractor), a California Limited Liability Company.

Background

On December 15, 2020, the parties executed contract C20-219 for Actuarial Professional Services ("Contract").

The parties now want to modify the Contract to increase compensation and add a one-time Pension Actuarial.

Modification

The parties agree to modify the Contract effective August 3, 2021 as follows:

1. Section 1, **Services to be Performed**: is modified to add a one-time service to complete a Pension Actuarial as detailed in Attachment B, attached hereto.

2. Section 3, **Compensation**: is modified to increase compensation in an amount not to exceed twenty thousand dollars ($20,000). The additional $4,000 to be paid for one-time Pension Actuarial services.

COUNTY OF COLUSA

Gary J. Evans Date: 8/3/21

Gary J. Evans, Board Chair

DEMSEY, FILLIGER & ASSOCIATES, LLC

Brian R Demsey Date: 8/24/21

Signature

Brian R. Demsey, Owner

Printed Name and Title

APPROVED AS TO FORM

David A. Prentice, Interim County Counsel

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

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C21-138 1st Modification Demsey, Filliger, and Associates, LLC (9632 : 2nd Mod Demsey, Filliger & Associates-NAME CHANGE)

C 21- 138

ATTACHMENT "B"

SCOPE OF WORK

The analysis will include the following:

- Summary as of latest CalPERS valuation (6/30/2019)
  - Census
  - Unfunded liability
  - Contribution requirements (breakdown between normal cost and amortization).
- 30-year projection of unfunded liability (by plan and combined)
  - Liabilities
  - Normal Cost
- 30-year projection of funding alternatives
  - CalPERS minimum required and options for accelerating amortization of unfunded liability
  - Additional contributions to supplemental trust
  - Comparison between CalPERS and supplemental trust
- Summary of Assumptions
  - Investment return
    - Current CalPERS assumption as 50th Percentile
    - Include 25th and 75th percentiles (or low-mid-high)
  - Demographic assumptions
    - CalPERS (mortality, retirement, withdrawal)
    - New hires for projection
  - Economic assumptions
    - CalPERS (salary increases)
    - Employee cost sharing
- DFA recommends a planning discussion with the County to set assumptions and timelines.

Data Request (Information Needed from the County)

To perform the study, we DFA will need the following items:

1. Pension census data (actives and inactive) reported to CalPERS for their June 30, 2019 actuarial valuation.
2. Any relevant CalPERS reports that are not available to the public.
3. Any correspondence that includes the County's strategy regarding the 115 trust (investment targets/policy).

DFA can work with existing layouts; but if the County prefers, we can provide a sample layout.

Timeline

We estimate the scope of work will require six weeks (after receiving the data requested above) to complete. However, DFA will work with the County to complete the scope of work as soon as possible.

Attachment: C21-138 1st Modification Demsey, Filliger, and Associates, LLC (9632 : 2nd Mod Demsey, Filliger & Associates-NAME CHANGE)

C 20-219

Actuarial Professional Services Contract

This Actuarial Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Demsey, Filliger & Associates, LLC ("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 Governmental Accounting Standards Board ("GASB") Standard No. 75 Other Post-Employment Benefits ("OPEB") Actuarial Valuation Reports and ongoing assistance in the preparation or review of GASB 75 footnote disclosures, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on August 9, 2020, and shall continue until October 31, 2025. The GASB 75 OPEB Actuarial Valuation Reports and the financial statement footnotes for all fiscal years shall be completed no later than September 30th of each year following the close of the specific fiscal year.

   Contractor shall not be responsible for delays caused by factors beyond its control provided that approval for any extended time of performance has been first approved by the County.

3. **Compensation:** County will pay Contractor compensation not to exceed sixteen thousand dollars ($16,000). The flat fee for each two fiscal year periods (19/20 & 20/21, 21/22 & 22/23 and 23/24 & 24/25) will be $4,000, which is all-inclusive based on the scope of the project outlined in Attachment "A" (including telephone support to explain and discuss the report). The $4,000 does not include the cost of any direct expenses for an on-site presentation to the County's Board. Any optional services will be paid at a rate of $250 per hour. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each two fiscal year period (as stated in Section 3), Contractor shall provide County with an invoice for the services provided. 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.

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

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

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

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 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

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

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;

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

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

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.

If to County:
County of Colusa
Auditor/Controller
Attn: Robert Zunino
546 Jay Street, Suite 202
Colusa, CA 95932
530.458.0415

If to Contractor:
Demsey, Filliger & Associates, LLC
Attn: Brian R. Demsey, Owner
46 Costa Brava
Laguna Nigel, CA 92677

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.

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

C 20-219

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 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" Services to be Performed

COUNTY OF COLUSA

_____ Date:_____
Denise J. Carter, Board Chair

DEMSEY, FILLIGER & ASSOCIATES, LLC

_____ Date: 1-1-21
Brian R. Demsey, Owner

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

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

_____
Melissa Kitts, Deputy

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

C20-219

ATTACHMENT A

SERVICES TO BE PERFORMED

Scope of Work

Contractor will provide the County of Colusa with an Annual Disclosure Statement as of June 30, 2021 utilizing the actuarial valuation as of July 1, 2019 previously prepared by Lou Filliger.

Contractor will provide the County of Colusa with an actuarial valuation as of July 1, 2021 and July 1st for each subsequent two fiscal year periods, setting forth all County liabilities for its postretirement health benefit program. The report will contain the following information:

- Disclosure of the postretirement benefit obligations, deferred inflows and outflows, sensitivity analysis, and annual OPEB expense in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 75), for the fiscal years ending June 30, 2020 through 2025;
- Projected annual pay-as-you-go employer expenditures for the next 50 years;
- Recommended level annual funding amounts, to pre-fund the obligations as a flat dollar amount, a constant percent increase each year, or a level percent of unfunded liability;
- Reconciliation of Accrued Liability with prior actuarial report;
- Breakout of valuation results components by classification and by employee or retiree; and
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, and as part of this assignment, contractor will provide ongoing assistance in the preparation or review of GASB 75 footnote disclosures at the time the County prepares its financial statements.

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

Attachment: C20-219 Demsey, Filliger & Associates, LLC (9632 : 2nd Mod Demsey, Fillger & Associates-NAME CHANGE)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve MOU between the Department of State Hospitals (DSH), the California Mental Health Services Authority (CalMHSA) and the County of Colusa, effective October 1, 2023.**

Approve MOU between the **Department of State Hospitals (DSH), the California Mental Health Services Authority (CalMHSA)** and the County of Colusa, effective October 1, 2023.

Detailed Description/Background of request

Behavioral Health requests the approval of a Memorandum of Understanding with the Department of State Hospitals (DSH), the California Mental Health Services Authority (CalMHSA), and the County of Colusa. DSH has jurisdiction over all state hospitals and CalMSHA would serve as an administrative agent for Colusa County.

The purpose of this MOU is to outline the services and associated costs available to clients of Colusa County Behavioral Health (CCBH) which may be admitted to state hospitals. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH hospital beds and services. The hospitals provide services that are individualized to the patient's stabilization and recovery. They provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement. There is no financial obligation unless a CCBH client is admitted into a State Hospital. CCBH does not anticipate to place any clients in state hospitals, however, should the need arise we must have this agreement in place.

The MOU will be effective October 1, 2023 through June 30, 2025.

Prior Board Action

None

Fiscal Impact/Funding Source

Colusa County Behavioral Health does not anticipate placing clients in State Hospitals and therefore would result in no fiscal impact.

Action for the Clerk

Please obtain signatures (Exhibit 1 (Board Chair) and Exhibit 4 (Wendy and Tony) required signatures) and assign a contract number.

ATTACHMENTS:

- 4849-MOU-2023-COC Coordinator (DOCX)

ADMINISTRATIVE SERVICES DIVISION
1215 O Street, Suite 670
Sacramento, CA 95814

County Use of State Hospital Beds
Memorandum of Understanding

California Department of State Hospitals
and
The California Mental Health Services Authority (CalMHSA) and
Participating Counties

I. RECITALS

A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1.

B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100, including non-DSH treatment facilities contracted with DSH pursuant to Welfare and Institutions Code, section 4361 (hereafter collectively "Hospitals"), excluding community-based restoration of competency services that are operated by the County.

C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.

D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 et seq. (Joint Exercise of Powers Act) whose members are counties and cities with mental health programs. CalMHSA negotiates the MOU with DSH on behalf of CalMHSA's members and serves as a liaison for matters of compliance with MOU terms and conditions.

E. The terms and conditions herein remain subject to applicable court orders and statutes.

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

II. TERMS AND CONDITIONS

A. The term of this MOU is October 1, 2023 through June 30, 2025 ("FY 2023-2024, and 2024-2025"). For purposes of any months not directly covered by the previous MOU between DSH and CalMHSA, the terms and conditions, the number of contracted beds pursuant to the MOU for July 1, 2022 to December 31, 2022, and the FY 2022-2023 rates provided by DSH, and subsequently agreed to effective July 1, 2022, shall continue to apply until June 30, 2023, pursuant to the provisions of Welfare and Institutions Code section 4331(d). The ICF, APH and SNF bed rates agreed upon herein for FY 2023-2024 have an effective date of July 1, 2023, as identified in Exhibit 3.

B. Admissions for County Director Referred Patient ("Patient")

1. For those patients referred directly by a County to a DSH facility, the County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall, in conjunction with the Public Guardian, as applicable, screen, determine the appropriateness of, and authorize all referrals for admission of Patients to DSH. The County Director shall, at the time of referral and admission, provide admission authorization and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, DSH shall make the determination of the appropriateness of a Patient for admission, and if appropriate for admission, assign the Patient to the appropriate hospital, level of care and treatment unit.

2. The County Director shall name a County point-of-contact and provide assistance to the Hospital treatment staff, in conjunction with the conservator and/or Public Guardian, in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and the conservator and/or Public Guardian and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:

2. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and

dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

3. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.

4. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, at a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

5. Provided the LPS Patient is admitted to a facility under the jurisdiction of DSH, DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County or Public Guardian pursuant to Welfare and Institutions Code Section 5008, subdivision (h)(1)(A) (LPS Conservatorships) and/or subdivision (h)(1)(B) (Murphy Conservatorships). All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.

6. Upon receipt of appropriate notice, the DSH and the County shall provide or cause to be provided, witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.

7. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates the transfer. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled “Statement of Annual Bed Rates and County Estimated Bed Need,” include reimbursement for transportation that is the responsibility of DSH.

8. Hospitals shall be culturally-competent (including sign-language) in staff and resources and the overall milieu to meet the needs of Patients treated pursuant to this MOU.

9. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

D. Admission and Discharge Procedures

1. For those patients referred directly by a County to DSH for placement, except as otherwise required by an applicable court order, and in conjunction with the conservator and/or Public Guardian, a County shall submit a complete admission package with the referral, including all assessments available to DSH's Patient Management Unit (PMU). The County shall provide PMU with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which DSH shall address in Patient's treatment plan and discharge plan. All documentation will be provided to PMU via secure transfer utilizing WorkSpaces or a successor application, as determined by DSH.

2. Hospital admissions, intra-hospital transfers, inter-hospital transfers, and referrals to outside medical care shall be determined by DSH, subject to applicable court order or statute.

3. All denials of admission by DSH shall be in writing with an explanation for the denial. Denial of admission may be based on the lack of the Patient's admission criteria/information identified in Section F of this MOU, DSH's lack of bed capacity, or an inability to provide appropriate treatment based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. A denial of admission may be appealed as provided in the next paragraph.

4. Appeal Process for Admissions. If the County wishes to appeal a denial of admission, the case may be referred to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation within five (5) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.

5. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge.

6. The Parties agree to meet on a monthly basis and to work in good faith to develop the Procedures for Discharge Ready Patients (Discharge Procedures). The Discharge Procedures will include a process for elevating and discussing those LPS Patients that are clinically eligible for discharge but have not discharged in a reasonable amount of time based on the Patient's progression of their treatment plan, as outlined in Welfare and Institutions Code section 5359. It is the parties' intent that the Discharge Procedures will be implemented after the effective date of this MOU, but no later than September 1, 2024.

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the Hospital's treatment team, the County (except when the urgency of the Patient's situation precludes such consultation) and the conservator and/or Public Guardian, a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director and the conservator and/or Public Guardian within forty-eight (48) hours of any urgent transfer. The County or conservator and/or Public Guardian may initiate a treatment team discussion with the attending Hospital clinician at any time the County or conservator and/or Public Guardian asserts that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the conservator and/or Public Guardian and County's Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.

3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff feels that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, designee or the Public Guardian. The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient care. Notwithstanding the independence of the Parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director and conservator and/or Public Guardian of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.

4. The County Director, in conjunction with the conservator and/or Public Guardian, may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.

5. When an agreement cannot be reached between the County, the conservator and/or Public Guardian and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee, the County Director or designee, and the conservator and/or Public Guardian shall confer for a resolution.

G. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

H. Bed Usage and Availability

1. Pursuant to Welfare & Institutions Code section 4331(a), DSH intends to make available a total of 556 beds for LPS patients at any one point in time. The intention of this bed total is to balance DSH's ability to provide services to LPS patients with DSH's obligations to admit patients committed pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.

2. In addition to the monthly meetings to develop the Discharge Procedures, CalMHSA and DSH shall meet monthly to develop a bed management protocol that is intended to address the allocation of DSH beds between the Counties, and reduce, and once reduced, to maintain the total number of beds allocated to LPS patients at 556. The parties agree that a bed usage rate in excess of 556 will not be deemed an automatic violation of this Agreement. This bed management protocol development process shall include, but not be limited to:

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

a. By September 30, 2023, DSH and Counties will provide current data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s);

b. By January 3, 2024, CalMHSA, DSH and the Counties shall utilize their best efforts to develop a draft allocation formula regarding how the 556 beds will be distributed among the various counties. CalMHSA and DSH will continue to meet to discuss the allocation formula and develop an implementation plan that will go into effect by July 1, 2024;

c. By September 30, 2023, DSH will re-identify which LPS Patients are capable of discharge to a less restrictive levels of care in accordance with the LPS Act, the Americans with Disabilities Act, and the *Olmstead* decision and include an agreed upon list of types of clinical data; and

d. County and CalMHSA will identify alternative placement options for qualifying LPS Patients, including a placement and/or final discharge target date.

3. If DSH intends to change LPS bed rates at the termination of this MOU's term, the following procedure shall apply:

    a. No later than May 1 of the preceding fiscal year (i.e., May 1, 2024 for new rates intended to go into effect on July 1, 2025), DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year. DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary cost and utilization information based on the best data possible, including the data compiled pursuant to Section J.2. below, to support the preliminary LPS bed rate.
    b. After DSH's preliminary cost utilization notice, the County shall notify DSH through CalMHSA (if represented by CalMHSA), within two months after receiving the data and information described in the preceding paragraph (i.e. by July 1), of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
    c. CalMHSA shall provide DSH with preliminary feedback related to the preliminary cost and utilization information based on the data provided by DSH by July 1 of that year.
    d. No later than September 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with responses to the preliminary feedback provided by CalMHSA. The parties shall thereafter collaborate in good faith to resolve the outstanding questions.
    e. No later than November 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a proposed final LPS bed rate cost estimate based on the best data possible

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.

f. By January 1, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning six (6) months from January 1 of that year. These notifications shall not preclude subsequent changes agreed to by both DSH and the county in the contract negotiation process.

g. DSH and CalMHSA shall negotiate in good faith to memorialize a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than May 15, or forty-six (46) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for.

h. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4) to DSH.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain admitted to DSH unless the County, in conjunction with the conservator and/or Public Guardian, initiates discharge. Upon the completion of a County-initiated discharge, the Patient and all costs become the responsibility of the County.

6. During all offsite leaves, Counties will continue to be charged at the daily bed rate. For all offsite leaves of greater than 30 days, the DSH and the County may, at the request of either party, and in conjunction with the conservator and/or Public Guardian discuss appropriate care options for Patients.

I. Bed Payment

1. The current bed rates and current estimated bed usage are reflected in Exhibit 3.

   This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C) (1-6, 7 (except for transportation for which a county is responsible), 8-9) by the DSH.

J. Records

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

1. Patient Records

   a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

   b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.

   c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.

   d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

   a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a

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record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

   a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

K. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.

2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

L. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

trustoffice@dsh.ca.gov
(916) 654-2201

CalMHSA

Kacy Carr, LSW, Clinical Contracts Lead

(279) 675-4097

kacy.carr@calmhsa.org

The County has designated the following as its MOU coordinator:

Name: Bonnie Briscoe

E-mail: bbriscoe@countyofcolusa.com

Phone: 530-458-0521

1. The Hospitals shall notify the County and the conservator and/or Public Guardian by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.

2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

III. SPECIAL PROVISIONS

A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereinafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.

B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.

C. Mutual Indemnification

1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

G. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees.

_____ _____

Dr. Amie Miller, Executive Director
CalMHSA

Date

_____ _____

Dominique Williams, Chief
Procurement and Contract Services Section
Department of State Hospitals

Date

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

Signature _____ Date _____

Name: Gary J. Evans Title: Chairman, Colusa County Board of Supervisors

~~County of Colusa~~

Approved as to form:

By:
Signed _____

Name (Printed): Richard Stout

Title: **County Counsel - County of Colusa**

Date: _____

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Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of

Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

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EXHIBIT 3

COUNTY
STATEMENT OF ANNUAL BED RATES
July 1, 2022 through June 30, 2025

1. STATE HOSPITAL BED RATE FOR FYs 2022-25

	FY 2022-23	FY 2023-24	FY 2024-25
Intermediate Care Facility (ICF)	728	736	736
Acute Psychiatric Hospital (APH)	753	760	760
Skilled Nursing Facility (SNF)	806	814	814

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2023-24-2024-25

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Years (FY) 2023-2025/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the MOU. The County will also abide by the same remunerative and legal policies contained within the MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

Colusa County

~~County~~

Tony Hobson

County Behavioral Health Director or Director ~~designee~~Designee – print

County Behavioral Health Director or Director ~~designee~~Designee – sign/date

Approved as to form:

By: _____
Signed
Name (Printed): Richard Stout

Title: **County Counsel - County of Colusa**

Date: _____

~~Wendy G. Tyler~~

Chief, Procurement and Contract Services Section – print

Chief, Procurement and Contract Services Section – sign/date

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Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

Attachment: 4849-MOU-2023-COC Coordinator [Revision 1] (9619 : MOU between Behavioral Health, Dept. of State Hospitals and CalMHSA)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve Participation Agreement with California Mental Health Services Authority (CalMHSA), for Inter-Member Transfers (a.ka. Presumptive Transfer), effective July 1, 2023.**

Approve Participation Agreement with **California Mental Health Services Authority (CalMHSA)**, for Inter-Member Transfers (a.ka. Presumptive Transfer), effective July 1, 2023.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a Participation Agreement with CalMHSA. This Participation Agreement, governed by CalMHSA's Joint Powers Agreement and its Bylaws, is intended to allow foster children who are placed outside of their county of original jurisdiction to access specialty mental health services (SMHS) in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of, or arranging and payment for SMHS from the county of original jurisdiction (sending county) to the county in which the foster child resides in treatment (receiving county).

CalMHSA will act solely as the fiscal and administrative agent to facilitate transfer of funds between Participants. CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties ("Banking Pool"). CalMHSA has also developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal"). Behavioral Health's Portal Account Balance: As of June 30, 2023 is $33,397.78

Participants' Initial Funding Deposits (IFD) for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Behavioral Health's Calculated IFD for FY 23-24 is $7,888.75

CalMHSA The term of the agreement is from July 1, 2023 to June 30, 2025.

Prior Board Action

C22-067
C18-185

Fiscal Impact/Funding Source

Budgeted 272-55280-272-0
Contributions Other Agencies:
A. Annual Portal Fees: Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is $250

B. Transaction Fee: Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

Behavioral Health does not anticipate the total cost of the agreement to exceed $1,000 per fiscal year based on the amount transaction fees incurred in prior years.

Action for the Clerk

Please obtain signatures and send to:
CalMHSA
Attn: Peggy Quarenghi
1610 Arden Way Ste 175
Sacramento, CA 95815
contracts@calmhsa.org <mailto:contracts@calmhsa.org>

ATTACHMENTS:

- CalMHSA (DOCX)

Agreement No. 4925-PT-2023-COC
November 22, 2023

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

Program: Inter-Member Transfers (a.k.a Presumptive Transfer)

2. California Mental Health Services Authority ("CalMHSA") and Member Participants' acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

☑	Exhibit A	Program Description
☑	Exhibit B	General Terms and Conditions
☑	Exhibit C	Business Associate Agreement (if county has not signed a JPA)

3. **Term of Services**: July 1, 2023, to June 30, 2025.

4. The funding and fees payable under this Agreement are as set out and more fully described in Exhibit B - Section V herein. Upon execution of this Agreement, Participant will be invoiced the following amounts set forth in item C (if applicable) and D below which are payable within 30 days from the date of invoice:

A. **Initial Funding Deposit ("IFD")**: Participant's Calculated IFD for FY 23-24 is $7,888.75
B. **Participant's Portal Account Balance:** As of June 30, 2023 is $33,397.78
C. **Replenishment of IFD:** Funding due by Participant at the start of FY 23-24 is $0
D. **Annual Portal Fees**: Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is $250
E. **Transaction Fee:** Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: Colusa County

Signed: _____ Name (Printed): Gary J. Evans

Title: ~~Board of Supervisors/ CAO~~ Chair, County Board of Supervisors Date: _____

Signed: _____ Name (Printed): -Tony Hobson

Title: Director, Mental Health Date: _____

Approved as to form:

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel – County of Colusa Date: _____

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

_____
Patricia Rodriguez, Deputy Clerk

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Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

Agreement No. 4925-PT-2023-COC
November 22, 2023

EXHIBIT A
PROGRAM DESCRIPTION

I. Name of Program – Inter-Member Transfers (a.k.a Presumptive Transfer)

II. Program Overview

CalMHSA has been contracted to act as a fiscal agent to perform fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction to access specialty mental health services ("SMHS") in a timely manner. The defined process is "presumptive transfer," which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the county of original jurisdiction (Sending County) to the county in which the Foster Child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

Implementation of this statute requires a system for counties to make prompt payments to each other. In June 2018 County Behavioral Health Directors Association of California ("CBHDA") approved CalMHSA as the vehicle for performing presumptive fund transfers. Under this Program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments.

CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties ("Banking Pool"). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments ("Member Portal").

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement ("Agreement") shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. **CalMHSA**: California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.

B. **Department of Health Care Services (DHCS)**: A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.

C. **Foster Child/Children:** Foster children and youth under 21 years of age who have been placed into foster care by a county child welfare agency or a county probation department and are receiving specialty mental health services.

D. **HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

E. **Member:** A county, city or JPA of two or more counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

F. **Participant**: Any county participating in the Program either as a member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. **Receiving County:** A Receiving County is one in which a Foster Child is being placed in a facility located within their county jurisdiction.

H. **Sending County:** A Sending County is one that is transferring a Foster Child to a facility located outside of its jurisdiction.

II. Responsibilities

To fulfill the Participant's obligations under Welfare and Institution Code § 14717.1, the parties will undertake the following responsibilities:

A. **Responsibilities of CalMHSA:**

1. Act solely as the fiscal agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation or control over the funded services or activities.
2. CalMHSA will open and operate a special custodian bank account for pooled funds and will maintain an accounting ledger for each participating county that identifies and tracks all transactions.

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

3. Manage a Banking Pool that includes an interest-bearing account for Participant. Any interest accrued will be credited to the Participant. All transactions in and out of the account will be provided regularly to each county.
4. CalMHSA reimburses Receiving County with non-FFP match from Sending County funds for services rendered.
5. Establish written internal control procedures to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
6. Management of and accounting for funds received is consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
7. Keep all necessary records and provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, CalMHSA shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

B. Responsibilities of Participant

1. Provide instructions and authorization for transfers allowing CalMHSA to make fund transfers on behalf of Participant.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Participants provide CalMHSA, the non-Federal Financial Participation (non-FFP) portion of cost of services anticipated for SMHS, for their children in foster care outside of their county. Transfer of funds for the Program shall be in accordance with respective provisions of this contract. Participants are required to provide timely and continuous funding to replenish their bank account based on actual transactions to comply with their contractual obligations. Due to the nature of the Program and the specialty of services being provided to children, requests for funding are due upon receipt from date of notice to replenish.
4. The Member Portal and Participants role described below may be subject to variations, modifications, updates or changes made from time to time:
   - **A.** Request for Fund Transfer: Receiving County submits a request for a fund transfer via the Member Portal.
   - **B.** Verification: After Receiving County submits a fund transfer request for services rendered, Sending County conducts a review and verifies the Foster Child via the Member Portal.
   - **C.** Approval for Fund Transfer: After Foster Child is verified and upon receipt of approval from Sending County with proof of services billed (Form 835), CalMHSA proceeds with

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the non-FFP fund transfer from Sending County account to Receiving County account at CalMHSA.

5. Cooperate by providing CalMHSA and the other participating counties (and any other parties deemed necessary) with requested information and assistance to fulfill the purpose of the Program.

6. Participant to confirm if funds payable to CalMHSA under this agreement for FY's 23-25 are:
   From a federal source or program (explain below) Amount $ _____
   Restricted (explain below): Amount $ 1,000
   _____
   Contingent (explain below): Amount $ _____

   Explanation of Restriction(s):
   Using MHSA CSS Funds
   _____
   _____
   _____
   _____
   _____.

   *Participant confirms that aside from the above, there are no other funding restrictions. Any changes to the funding restrictions above will be communicated to CalMHSA within 30 days of any such changes made by Participant.

7. Any and all assessments, creation of individual case plans, and providing or arranging services.
8. Compliance with applicable laws, regulations, guidelines, contractual agreements, CalMHSA's JPA Agreement, and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, Participant shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

III. Duration, Term and Amendment

A. This Participation Agreement covers the period from July 1, 2023 to June 30, 2025.

B. All previous Inter Member Transfer Program agreements, if any, made between Participant and CalMHSA, are hereby terminated and superseded by this Agreement effective July 1, 2023 (except as they may relate to the past transaction levels relevant to the initial funding calculations set out in this Agreement and relating to funding provided by a county that has a remaining funding balance as of the date of this Participation Agreement).

C. For purposes of any months not directly covered by any previous Participation Agreement between Participant and CalMHSA, the terms and conditions and applicable fees and expenses pursuant to such prior Participation Agreement shall continue to apply until

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June 30, 2023. The funding and fees agreed upon herein have an effective date of July 1, 2023.

D. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

E. Any Participant may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date such notice is received.

IV. Withdrawal, Cancellation and Termination

A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

B. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other restrictions.

C. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed back to the participating counties proportionally based on the amount by which deposits made to the account of the Participant exceed the payments disbursed from the account of the Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for portal/platform ongoing services etc.are not subject to such reversion subject to applicable laws.

D. All fees and expenses set forth in this contract shall be deemed to have been earned on the date it is incurred in accordance with the provisions hereof and shall be non-refundable in whole or in part (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding: Initial Funding Deposit ("IFD") and Replenishment of IFD:

1. Participants' Initial Funding Deposits (IFD) for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. If at the beginning of each year, a participant's existing Program funding balance is greater or equal to the IFD amount, such participant will not be invoiced for the IFD for that year. If a participant's existing Inter-Member Transfer funding balance is lower than the IFD amount, such participant will be invoiced for the amount to match the Participant's calculated IFD for that year payable within 30 days of date of the invoice. IFD related Invoices shall be issued at the beginning of each year. For FY 23-24 invoices will be issued upon execution of the Agreement.

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2. Replenishment of IFD during Fiscal Year: CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Invoices are due upon receipt.

B. CalMHSA Fees

1. Participant will pay a Portal Fee annually at the start of each year.
2. In addition, counties that transfer patients out of their jurisdiction will be charged a Transaction Fee of 5% paid annually against all transfer out payments made during such year. The Transaction Fee will be invoiced at the end of each fiscal year.

C. Invoicing

1. Unless provided otherwise herein, invoices are due by Participant within 30 days from the date of the invoice.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for transfer of funds between county accounts as instructed and authorized by Participants. CalMHSA is not liable for any damages (direct or consequential) beyond the amount of any funds which it transfers.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi	Position: Sr. Corporate Counsel
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815	Telephone: (888) 210-2515

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Email: contracts@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Email: RKeen@manatt.com

If to Participant: Colusa County

Name: Tony Hobson

Position: Director of Mental Health

Address: 162 E Carson Street, Colusa, CA 95932

Telephone: (530)-458-0520

Email: thobson@countyofcolusa.com

CC Email to Name: Bonnie Briscoe

Email: bbriscoe@countyofcolusa.com

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Agreement No. 4925-PT-2023-COC
November 22, 2023

EXHIBIT C

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Colusa County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

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1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other PII, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.8 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the

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convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate

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Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de- identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **County number**__(530)-458-0520_____ that minimally includes:

(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and

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circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Privacy Officer, Name,** Bonnie Briscoe **County, Department** Colusa County, Behavioral Health, **Address** 162 E Carson Street, Colusa, CA 95932, **Email** bbriscoe@countyofcolusa.com, that includes, to the extent possible:

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(a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

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5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business

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Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

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9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. DHCS REQUIREMENTS.

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

15. INDEMNIFICATION

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16. OBLIGATIONS OF COVERED ENTITY

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

16.2 Covered Entity 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 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

17.1 Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.

17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

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18. TERMINATION FOR CAUSE

18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non- breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic

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Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase

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Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21. MISCELLANEOUS PROVISIONS

21.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

21.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.

21.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

21.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.

21.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

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AUTHORIZED SIGNORS:

COLUSA COUNTY

Signed:_____ Name (Printed): _____

Title:_____ Date:_____

Address: _____

Phone:_____ Email: _____

Signed:_____ Name (Printed): _____

Title:_____ Date:_____

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed:_____Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date:_____

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

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Exhibit A

DHCS Information Confidentiality And Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   a. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   b. **Confidential Information**: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   c. **Sensitive Information**: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   d. **Personal Information**: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:
   Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.

3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate 's obligations under the JPA Agreement.

4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or

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authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if disclosure is required by State or Federal law.

6. Business Associate shall observe the following requirements:

   a. **Safeguards**. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. 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 Business Associate's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

      i. Personnel Controls

      1. ***Employee Training***. All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

      2. ***Employee Discipline***. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

      3. ***Confidentiality Statement***. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.

      4. ***Background Check***. Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

      ii. Technical Security Controls

      1. ***Workstation/Laptop encryption***. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full

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disk unless approved by the DHCS Information Security Office.

2. ***Server Security***. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. ***Minimum Necessary***. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. ***Removable media devices***. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. ***Antivirus software***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. ***Patch Management***. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

7. ***User IDs and Password Controls***. All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    - Upper case letters (A-Z)
    - Lower case letters (a-z)
    - Arabic numerals (0-9)
    - Non-alphanumeric characters (punctuation symbols)

8. ***Data Destruction***. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9. ***System Timeout***. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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10. ***Warning Banners***. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. ***System Logging***. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. ***Transmission encryption***. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. ***System Security Review***. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. ***Log Reviews***. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. ***Change Control***. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity I Disaster Recovery Controls

1. ***Emergency Mode Operation Plan***. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. ***Data Backup Plan***. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. The plan must

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include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. Paper Document Controls

1. ***Supervision of Data***. DHCS PSI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. ***Escorting Visitors***. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

3. ***Confidential Destruction***. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. ***Removal of Data***. DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.

5. ***Faxing***. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. ***Mailing***. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

b. ***Security Officer***. Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

i. To notify Covered Entity and DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by **telephone call plus email or fax** upon the discovery of the breach. (2) To notify Covered Entity **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the JPA and this Exhibit, or potential loss of confidential data affecting the JPA. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing

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the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. ***Investigation of Breach***. Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer:

e. ***Written Report***. Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

f. ***Notification of Individuals***. Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Effect on lower tier transactions**. The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

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8. **Contact Information**. To direct communications to the above referenced Covered Entity or DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections**. From time to time, DHCS may inspect the facilities, systems, books and records of the Business Associate to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Business Associate shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this ICSR exhibit.

Attachment: CalMHSA (9621 : CalMHSA Participation Agreement-Presumptive Transfer)

Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.
Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

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Exhibit B-1

Privacy and Security of Personal Information and

Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:

i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.

c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.

b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").

d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.

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e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

f. "Personally Identifiable Information" ("PII") shall have the meaning given to such term in the CMPPA.

g. "Personal Information" ("PI") shall have the meaning given to such term in California Civil Code Section 1798.3(a).

h. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

i. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the JPA Agreement; or interference with system operations in an information system that processes, maintains or stores Pl.

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate
Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act ("CIPA") if done by the DHCS.

b. Responsibilities of Business Associate
Business Associate agrees:

i. **Nondisclosure**. Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.

ii. **Safeguards**. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy

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and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.

c. **Security**. Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

ii. 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. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.

d. **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.

e. **Business Associate's Agents and Subcontractors**. To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.

f. **Availability of Information to Covered Entity and DHCS**. To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. **Cooperation with Covered Entity and DHCS**. With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

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h. **Confidentiality of Alcohol and Drug Abuse Patient Records**. Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

i. **Breaches and Security Incidents**. During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

i. Initial Notice to Covered Entity. (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.camov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandoubs/laws/oriv/Paces/DHCSBusinessAssociatesOnlv.aspx.

iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

iv. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Information

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Security Officer.

v. **Complete Report**. To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

vi. **Responsibility for Reporting of Breaches**. If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.

vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate , Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.

viii. **DHCS and Covered Entity Contact Information**. To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate . Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

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Covered Entity Chief Privacy	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. **Designation of Individual Responsible for Security**
Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

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Exhibit B-2

Miscellaneous Terms and Conditions

Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.

2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:

    a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or

    b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations

3. **Judicial or Administrative Proceedings**. Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.

4. **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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5. **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6. **Interpretation**. The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7. **Conflict**. In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.

8. **Regulatory References**. A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.

9. **Survival**. The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.

10. **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11. **Audits, Inspection and Enforcement**. From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.

12. **Due Diligence**. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.

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13. **Term**. The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45 CFR Section 1 64.504(e)(2)(ii)(1), and when all DHCS PI and PII is destroyed in accordance with Attachment A.

14. **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity an DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

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Attachment A
Data Security Requirements

1. Personnel Controls

a. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

b. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. **Confidentiality Statement**. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.

d. **Background Check**. Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

a. **Workstation/Laptop encryption**. All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. **Server Security**. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. **Minimum Necessary**. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices**. All electronic files that contain DHCS PHI or PI data must be

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encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. **Antivirus software**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. **Patch Management**. All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

g. **User IDs and Password Controls**. All users must be issued a unique user name for accessing DHCS PHI or Pl. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    i. Upper case letters (A-Z)

    ii. Lower case letters (a-z)

    iii. Arabic numerals (0-9)

    iv. Non-alphanumeric characters (punctuation symbols)

h. **Data Destruction**. When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.

i. **System Timeout**. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. **Warning Banners**. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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k. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or Pl. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. **Access Controls**. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. **Transmission encryption**. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.

n. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. **System Security Review**. Business Associate must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. **Log Reviews**. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. **Change Control**. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. **Emergency Mode Operation Plan**. Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of DHCS PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. **Data Backup Plan**. Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS

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data.

5. Paper Document Controls

a. **Supervision of Data**. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. **Escorting Visitors**. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

c. **Confidential Destruction**. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. **Removal of Data**. Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Business Associate's locations to another of Business Associates locations.

e. **Faxing**. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. **Mailing**. Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve Participation agreement with California Mental Health Services Authority (CalMHSA) to provide interoperability services, effective January 1, 2024.

Approve Participation agreement with **California Mental Health Services Authority (CalMHSA)** to provide interoperability services, effective January 1, 2024.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a participation agreement with CalMHSA to provide interoperability services.

CalMHSA will provide "CalMHSA Connex," a managed Interoperability Software as a Service (SaaS) solution, to assist participating counties in meeting state and federal interoperability requirements. CalMHSA Connex will facilitate the exchange of protected health information (PHI), personally identifiable information (PII) and other information between organizations and will assist Participants in connecting to larger national exchange networks. CalMHSA will manage the implementation of interoperability services, including, but not limited to project management, set-up and configuration, and validation.

The California Department of Health Care (DHCS) Proposition 30 known as the Interoperability Final Rule requires Behavioral Health Plans (BHPs) to implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API that can connect to mobile applications and be available through a public-facing digital endpoint on each BHP's website. These requirements will be satisfied with the implementation of the CalMHSA interoperability solution.

The total cost of the agreement will be $222,948 over a three year period. The term of the agreement is from January 1, 2024 through December 31, 2026.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 003-53180-713-0 Professional/Special Services
Implementation and Project Management Fee - $100,000 (This fee will be paid with DSA Grant funds)

CalMHSA Annual Subscription (5% annual increases) - $39,000 (The subscription costs will be offset by Medi-Cal reimbursements)

Action for the Clerk

Please obtain signatures and send to:
CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815

ATTACHMENTS:

- 5091-INT-2023-COC (DOCX)

Agreement No. 5091-INT-2023-COC
Interoperability Solution
February 6, 2024

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Name of Program: Interoperability Solution

   Summary of Program: CalMHSA will provide "CalMHSA Connex," a managed Interoperability Software as a Service (SaaS) solution (the "Services"), to assist participating counties in meeting state and federal interoperability requirements. CalMHSA Connex will facilitate the exchange of protected health information (PHI), personally identifiable information (PII) and other information between organizations and will assist Participants in connecting to larger national exchange networks.

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement (the "Agreement"). The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

   ☑ Exhibit A Program Description and Funding
   ☑ Exhibit B General Terms and Conditions
   ☑ Exhibit C Data Sharing Agreement

3. The amount payable for the term of this Agreement is $222,948.

   This amount is comprised of a one-time Implementation and Project Management fee plus an annual Managed Services subscription fee. Additional fees may apply if Participant requests additional work or customizations not included in Exhibit A, Section III. Scope of Work, or where third-party fees are applicable.

4. County to confirm if funds payable under this agreement are:

From a federal source or program (explain below)	Amount $ 122,948
Grant Funding (explain below):	Amount $ 100,000
Restricted (explain below):	Amount $ _____
Contingent (explain below):	Amount $ _____

Explanation of Restriction(s):
$122,948 of the cost will be offset by Medi-Cal Reimbursements.
$100,000 Implementation and Project Management fee will be reimbursed with DSA Grant funds.

*County confirms that aside from the above, there are no other funding restrictions.

5. The term of the Program is January 1, 2024, through December 31, 2026.

Attachment: 5091-INT-2023-COC (9622 : CalMHSA Participation Agreement-Interoperability Solution)

Authorized Signatures:

CalMHSA:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant (Colusa County):

Signed: _____ Name (Printed): Gary J. Evans

Title: Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 5091-INT-2023-COC (9622 : CalMHSA Participation Agreement-Interoperability Solution)

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

I. Name of Program: Interoperability Solution

II. Term of Program: January 1, 2024, through December 31, 2026.

III. Scope of Work:

CalMHSA will provide Participant the following services:

A. CalMHSA Responsibilities

1. California Data Exchange Framework ("DxF") Data Exchange Requirements.
    a. CalMHSA will provide a third-party brokered Integrating the Healthcare Enterprise (IHE) gateway and/or FHIR endpoint and workflow to facilitate query/response data exchange transactions via CalMHSA Connex. Available data exchange architecture(s) will align with industry standards and include the following options:
        i. Fast Healthcare Interoperability Resources (FHIR);
        ii. Cross-Community Access/Patient Discovery (XCA/XCPD);
        iii. Cross Enterprise Document Sharing (XDS.b).
    b. The Services will include a single bi-directional interface, which will include one inbound and one outbound connection to CalMHSA Connex.
    c. CalMHSA will assist Participant in producing necessary reporting and attestation to the Center for Data Insights and Innovation ("CDII") for organizations applying for DxF grant funding through CalMHSA as an umbrella applicant.
2. CMS Interoperability and Patient Access.
    a. CalMHSA will provide a technical solution to assist counties in complying with the following CMS Interoperability requirements:
        i. Patient Access API – CalMHSA will implement and maintain a secure, standards-based API (HL7 FHIR Release 4.0.1) that allows patients to access their claims and encounter information, as well as a defined sub-set of their clinical information, through third-party applications of their choice.
        ii. Provider Directory API – CalMHSA will make provider directory information publicly available via a standards-based API. CalMHSA will provide Participant with a Provider directory link to publish on Participant's County website.
        iii. Information Blocking regulations.
        iv. Receipt of Admission, Discharge, and Transfer (ADT) Event Notification.
            a) Receipt of ADTs is contingent on source organizations providing the requested data. CalMHSA will provide the means of processing and ingesting. Participant intervention may be needed to facilitate arrangements to receive appropriate messages. Third party fees may apply and will be paid by Participant.

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3. CalMHSA will manage the implementation of interoperability services, including, but not limited to project management, set-up and configuration, and validation. Implementation professional services including:
    a. Developing data flow process for bi-directional data exchange.
    b. Overseeing implementation of county endpoints.
    c. Developing and implementing CMS interoperability requirements for Patient Access and Provider Directory, per CMS guidelines.
    d. Work to establish connection within Participant's EHR instance.
        i. CalMHSA will work to establish connection with Participant's instance within CalMHSA's SmartCare EHR program.
        ii. Connections to non-CalMHSA SmartCare EHR and non-SmartCare EHR systems will be addressed upon Participant's request.
        iii. Any such connections may require additional scope of work and may be subject to additional costs.
4. CalMHSA will manage operational availability of connections to include:
    a. Managing interoperability infrastructure.
    b. Monitoring security, HIPAA compliance and applicable data governance to the extent allowed by third party hosting service.
    c. Maintaining uptime of on-demand, real-time bi-directional data exchange process during the hours of 8:00am – 5:00pm PST, Monday through Friday. Uptime is subject to the terms as stated in Exhibit B, Section VI. Uptime and Support.
        i. Enabling XCA/XCPD endpoint, on behalf of County, for response to document queries for DxF compliance.
5. CalMHSA will provide training and support to Participant's staff regarding the Services.
    a. Training will be held remotely via webinar format.
    b. CalMHSA will make available recorded training videos for future reference.
6. CalMHSA will develop policies and procedures related to the Services and CalMHSA Connex.
    a. During interface implementation, CalMHSA will advise on interoperability best practices and assist county designated process owners and/or relevant staff with creating or modifying policies and procedures around interoperability.
7. Additional work or customizations requested by Participant outside of the Scope of Work included in this Agreement shall be subject to additional fees and must be agreed upon in a written contract signed by the Parties.

B. Participant Responsibilities

Participant shall be responsible for the following:

1. Data Delivery – Participant will deliver data to CalMHSA in a relational structured format. Participant agrees to take steps necessary to ensure data is extracted in the appropriate format including, but not limited to, working with their current vendor.

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2. ISO Object Identifier (OID) - An OID is a globally unique ISO (International Organization for Standardization) identifier. An OID is required to facilitate on-demand, bi-directional data exchange. Participants are required to procure an OID.

3. Project Management and Coordination – Participant agrees to assign staff and a lead contact to communicate and collaborate with CalMHSA throughout the Interoperability project.

IV. Fee Structure

Service Type	One-Time Fee	Annual Rate
Implementation and Project Management	$100,000	
CalMHSA Managed Services Annual Subscription*		$39,000

*CalMHSA Managed Services Annual Subscription fee is subject to a five percent (5%) annual increase.

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Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A PARTICIPANT (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of funding amount for the Program as specified in Exhibit B, Section V. Fiscal Provisions, which Participant will pay within the payment terms defined within this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Provide CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is January 1, 2024, through December 31, 2026.

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B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

V. Fiscal Provisions

A. Funding required from Participant shall be in the amount stated on the Cover Sheet of this Agreement.

B. Payment Terms – Participant will be invoiced annually by CalMHSA, and Participant will issue payment amount identified below within thirty (30) days of invoicing.

Payment for Year 1 will be due within thirty (30) days of execution of this Participation Agreement. Payment for Years 2 and 3 will be invoiced on and due within thirty (30) days of January 1 of the applicable fiscal period. See below.

Year	APPLICABLE FISCAL PERIOD	AMOUNT
1	1/1/2024 - 12/31/2024	$139,000
2	1/1/2025- 12/31/2025	$40,950
3	1/1/2026- 12/31/2026	$42,998

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Uptime and Support

A. CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: connex@calmhsa.org.

B. The services may occasionally become temporarily unavailable for maintenance purposes or other reasons outside of CalMHSA's control. CalMHSA will make best efforts to minimize any such unavailability.

VII. Disclaimer of Warranties

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CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

VIII. Limitation of Liability

THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

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Participation Agreement
EXHIBIT C – DATA SHARING AGREEMENT

1. PARTIES

This Data Sharing Agreement ("DSA") is made by and between the parties to the underlying Participation Agreement (each individually a "Party" and collectively the "Parties") who are required to or elect to exchange Protected Health Information ("PHI"), Personally Identifiable Information ("PII") or other data in accordance with this Agreement, as defined below.

2. PURPOSE AND AUTHORITY

The privacy, security and integrity of PHI, PII and other data exchanged pursuant to this DSA and the underlying Participation Agreement are essential. This DSA is intended to facilitate data exchange between the Parties in compliance with all applicable federal, state, and local laws, regulations, and policies. This DSA sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, PHI, PII and other data between and among the Parties.

3. DEFINITIONS

A. "Agreement" shall mean this Data Sharing Agreement.

B. "Applicable Law" shall mean all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.

C. "Authorization" shall have the meaning and include the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and at Cal. Civ. Code § 56.05. The term shall include all requirements for obtaining consent to disclose confidential substance abuse disorder treatment records as set forth in 42 C.F.R. Part 2, when applicable, and shall include any additional requirements under Applicable Law to disclose PHI or PII.

D. "Breach" shall mean the unauthorized acquisition, access, disclosure, or use of PHI, PII or other data in a manner not permitted by the Agreement or Applicable Law.

E. "Business Associate" shall mean an organization that is defined as a "business associate" in 45 C.F.R. § 160.103 of the HIPAA Regulations.

F. "Confidential Participant Information" shall mean proprietary or confidential materials or information of a Party in any medium or format that a Party labels as such upon disclosure or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Participant Information does not include any information which is or becomes known publicly

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through no fault of the party to which such information is disclosed (a "Receiving Party"); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing Party as documented by the Receiving Party's written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Party's Confidential Participant Information.

G. "Covered Entity" shall have the meaning set forth at 45 C.F.R. § 160.103 and shall also include the following as these terms are defined in California Civil Code § 56.05: "provider of health care," "health care service plan," and "licensed health care professional."

H. "Effective Date" shall mean the date of execution of the underlying Participation Agreement.

I. "Governmental Participants" shall mean those Parties that are local (e.g., municipalities, counties), state, tribal, or federal entities.

J. "Health Care Operations" for the purposes of this Agreement shall consist of the following activities:

   I. Quality Assessment and Improvement activities as described in subsection (1) of the definition of health care operations set forth at 45 C.F.R. § 164.501.

   II. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination and contacting of health care providers and patients with information about treatment alternatives as set forth at 45 C.F.R. § 154.501.

K. "HIPAA Regulations" shall mean the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. §§ 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date and as may be amended, modified, or renumbered.

L. "Individual User" shall mean the person who is the subject of PHI or PII.

M. "Payment" shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

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N. "Personally Identifiable Information" or "PII" shall have the same meaning as "Personal Information" set forth in Section 1798.140(o) of the California Civil Code, but shall be limited to PII exchanged pursuant to this Agreement.

O. "Personal Representative" shall refer to a person who, under Applicable Law, has authority to act on behalf of an individual as set forth in 45 C.F.R. § 164.502(g).

P. "Protected Health Information" or "PHI" shall refer to "protected health information" as set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations and "medical information" as set forth at Civil Code § 56.05.

Q. "Public Health Activities" shall mean an access, use or disclosure permitted under the HIPAA Regulations and any other Applicable Law for public health activities and purposes, including an access, use or disclosure permitted under 45 C.F.R. § 164.512(b) and 45 C.F.R. § 164.514(e). Public Health Activities excludes the following oversight activities: audits; civil, administrative or criminal investigations; inspections; licensure or disciplinary actions; and civil, administrative or criminal proceedings or actions other than enforcement activities by a county health officer that are authorized under Cal. Health & Safety Code § 101030.

R. "Health Information Exchange" or "HIE" shall mean a data exchange intermediary that facilitates the exchange of patient information or other data.

S. "Recipient" shall mean a Party that receives PHI, PII or other data from a Submitter. For purposes of illustration only, Recipients include, but are not limited to, Parties who receive queries, responses, subscriptions, publications or unsolicited messages.

T. "Research" shall mean a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

U. "Sale of Information" shall mean the disclosure of PHI, PII and/or other data in return for direct or indirect remuneration from or on behalf of the recipient of the Information. Sale of PHI, PII or other data shall not include the disclosure of PHI, PII or other data for the activities set forth in 45 C.F.R. § 164.502(a)(5)(ii)(B)(2).

V. "Social Services" shall mean the delivery of items, resources, and/or services to address social determinants of health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.

W. "Social Services Activities" shall mean the Social Services provided by Social Service Organizations.

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X. "Social Services Organization" shall mean a person or entity whose primary business purpose is to provide Social Services to individuals. Social Services Organizations can include but are not limited to government entities (including multi-department health and human services agencies), community-based organizations, nonprofits, and private entities.

Y. "Submitter" shall mean a Party that submits PHI, PII or other data to a Recipient.

Z. "System" shall mean software, portal, platform, or other electronic medium controlled by a Party through which the Party conducts PHI, PII or other data exchange-related activities. For purposes of this definition, it shall not matter whether the Party controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

AA. "Treatment" shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

4. USE OF PHI, PII AND OTHER DATA

A. REQUIRED PURPOSES. Subject to applicable law, the Parties are required to exchange PHI, PII and other data and/or provide access to PHI, PII and other data pursuant to state and federal laws and regulations for Treatment, Payment, Health Care Operations and Public Health Activities as those terms are defined herein. Notwithstanding the foregoing, a Party may only disclose PHI, PII or other data to another Party for Health Care Operations if each entity either has or had a relationship with the Individual User who is the subject of the PHI, PII or data being requested and the PHI, PII or data pertains to such relationship.

B. PERMITTED PURPOSES. The Parties are permitted to exchange or provide access to PHI, PII and other data including information subject to 42 C.F.R. Part 2, for any purpose not set forth in Section C below, provided appropriate Authorizations are made, if necessary, and the disclosure or use of the PHI, PII or other data is permissible under Applicable Law.

C. PROHIBITED PURPOSES. Unless otherwise permitted by Applicable Law or a legally valid agreement, the Parties shall not access PHI, PII or other data related to this Agreement or the underlying Participation Agreement in order to sell such information. No Party shall access PHI, PII or other data related to this Agreement or the underlying Participation Agreement in order to unlawfully discriminate or unlawfully deny or limit access to medical services, or to prosecute or take any other adverse action against an individual who accesses medical services.

5. AUTHORIZATIONS

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To the extent required by Applicable Law, the Parties shall not disclose PHI, PII or other data to another Party unless a legally valid Authorization has been obtained. For the avoidance of doubt, the Parties shall not be required to obtain an Authorization prior to disclosing PHI, PII or other data pursuant to this Agreement unless an Authorization is required under Applicable Law. Any disclosure of PHI, PII or other data by a Submitter shall be deemed an express representation that the Submitter has complied with this Section and unless the Recipient has actual knowledge to the contrary, the Recipient may reasonably and justifiably rely upon such representation.

6. BREACH NOTIFICATION

A. OBLIGATIONS OF PARTIES.

I. As soon as reasonably practicable after discovering a Breach has occurred, and within any timeframes prescribed by an applicable Business Associate Agreement or required by Applicable Law, the discovering Party shall notify the Covered Entity and/or Party impacted by the breach of any confirmed or reasonably suspected Breach.

II. As soon as reasonably practicable after discovering a Breach has occurred, and within any timeframes prescribed by an applicable Business Associate Agreement or required by Applicable Law, the discovering Party shall provide a written report of the Breach to the Covered Entity and/or Party impacted by the Breach. The discovering Party shall supplement the information contained in the written report as it becomes available and shall cooperate with the Covered Entity and/or the Party impacted by the breach. The written report should include sufficient information for the recipient of the notification to understand the nature of the Breach. For instance, such written report should include, to the extent available, the following information:

a. A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

b. The number of Individuals whose PHI, PII or other data is involved;

c. A description of the specific type of PHI, PII or other data involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

d. The identification of each Individual whose Unsecured PHI or PII has been, or is reasonably believed by the discovering Party to have been, accessed, acquired, Used, or Disclosed;

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e. Any other information necessary to conduct an assessment of whether notification to the Individual(s) is required by applicable law;

f. Any steps the discovering Party believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

g. A brief description of what the discovering Party is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

h. The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, PII or other data, Security Incident, or Breach.

III. Notwithstanding the above, if a Party is notified, in writing or by oral statement by any law enforcement official or by any other governmental agency (e.g., Federal Trade Commission), that a Breach notification would impede a criminal investigation or cause damage to national security, and the statement has been documented consistent with 45 C.F.R. § 164.412(b), then the Party shall delay the Breach notification for the time period specified by the law enforcement official and as required by Applicable Law.

IV. Where conflict exists between the terms of this DSA and an applicable Business Associate Agreement, the Business Associate Agreement shall prevail.

7. PRIVACY AND SECURITY

A. GENERAL. The Parties agree to at all times fully comply with any applicable Business Associate Agreement and all applicable law relating to this Agreement and the use of PHI, PII and other data including, but not limited to, the HIPAA Regulations.

B. SAFEGUARDS. The Parties shall be responsible for maintaining a secure environment that supports the exchange of PHI, PII and other data as set forth in this Agreement and applicable law. Each Party, regardless of whether it, pursuant to federal law, is subject to the HIPAA Regulations, shall use appropriate safeguards to prevent unauthorized use or disclosure of PHI, PII and other data in a manner consistent with HIPAA Regulations, including implementing appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of PHI, PII and other data.

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C. PRIVACY STANDARDS AND SAFEGUARDS RELATED TO BEHAVIORAL HEALTH. In the event that a Party uses, accesses, or discloses behavioral health information, the Party shall, prior to engaging in any such activity, implement appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of such information in accordance with Applicable Law, including but not limited to, 42 C.F.R. Part 2 and the California Lanterman-Petris-Short Act.

D. TRAINING POLICIES AND PROCEDURES. Each Party shall, pursuant to this Agreement, an applicable Business Associate Agreement, Applicable Law, or applicable federal and state guidance, have written privacy and security policies relating to the use and disclosure of PHI, PII and/or other data that are consistent with and satisfy the requirements set forth in the HIPAA Regulations and Applicable Law. Before granting access to PHI or PII, each Party shall train staff, contractors, agents, employees, and workforce members, as defined under the HIPAA Regulations, who will have access to PHI or PII under this Agreement. Each Party shall also provide refresher training consistent with each Party's internal privacy and security policies but no less than annually.

8. MINIMUM NECESSARY

Any use or disclosure of PHI or PII pursuant to this Agreement or the underlying Participation Agreement will be limited to the minimum PHI or PII necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary (i) is not feasible, (ii) is not required under the HIPAA Regulations (such as for Treatment) or any other Applicable Law, (iii) is a disclosure to an Individual User or Individual User's Personal Representative, (iv) is a disclosure pursuant to an Individual User's Authorization, or (v) is a disclosure required by Applicable Law.

9. INDIVIDUAL ACCESS

An Individual User or an Individual User's Personal Representative shall have the right to inspect, obtain a copy of, and have bidirectional electronic access to PHI or PII about the Individual User to the extent consistent with Applicable Law.

Prior to initiating Individual Access services, the Party shall be required to verify the identity of the Individual User or the Individual User's Personal Representative using standards and methods consistent with HIPAA regulations or other Applicable Law.

10. INDIVIDUAL USER OPT OUT

Nothing in this Agreement shall prohibit an Individual User or an Individual User's Personal Representative from opting out of having the Individual User's PHI or PII exchanged pursuant to this Agreement.

11. REASONABLE AND GOOD FAITH COOPERATION

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The Parties to this Agreement agree to cooperate in good to implement the provisions of this Agreement. The Parties agree to provide such non-privileged information to the reasonably requested for purposes of performing activities related to this Agreement and the underlying Participation Agreement. The Parties agree to provide any requested information and assistance to the other Party in the investigation of breaches and disputes, subject to the assisting Party's right to restrict or condition its cooperation or disclosure of information in the interest of (A) preserving privileges in any foreseeable dispute or litigation or (B) protecting its Confidential Participant Information. In no case shall a Party be required to disclose PHI or PII in violation of Applicable Law.

12. COMPLIANCE WITH THIS AGREEMENT

Except to the extent prohibited by Applicable Law, each Party shall comply fully with all provisions of this Agreement. To the extent that a Party delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to PHI, PII or other data pursuant to this Agreement, that delegation shall be in writing and require the third party, prior to exchanging PHI, PII or other data, to agree to the same restrictions and conditions that apply through this Agreement to the Parties.

13. ACCURACY OF PHI, PII AND OTHER DATA

When acting as a Submitter, each Party represents that at the time of transmission, the PHI, PII and/or other data it provides is an accurate representation of the data contained in, or available through, its System and is (i) sent from a System that employs security controls that meet industry standards so that the PHI, PII and/or other data being transmitted is intended to be free from malicious software, and (ii) provided in a timely manner.

14. EXPRESS WARRANTY OF AUTHORITY TO EXCHANGE INFORMATION

To the extent each Party discloses PHI, PII or other data to the other Party, the disclosing Party represents and warrants that it has sufficient authority to disclose such PHI, PII and/or other data.

15. THIRD-PARTY TECHNOLOGY

The Parties acknowledge that each Party may use technology solutions, applications, interfaces, software, platforms, clearinghouses, and other IT resources to support exchange of PHI, PII and other data that may be provided by third parties ("Third-Party Technology"). Each Party shall have agreements in place that require Third-Party Technology vendors (i) to provide reliable, stable, and secure services to the Party and (ii) to adhere to the same or similar privacy and security standards applicable to the Party pursuant to this Agreement. However, each Party acknowledges that Third-Party Technology may be interrupted or not available at times and that this could prevent a Party from transmitting PHI, PII or other data. The Parties do not make any representations or warranties as to their Third-Party Technology.

16. TERM

Attachment: 5091-INT-2023-COC (9622 : CalMHSA Participation Agreement-Interoperability Solution)

This Agreement shall commence on the Effective Date of the underlying agreement and shall continue until termination or expiration of the underlying agreement.

17. EFFECT OF TERMINATION

Upon any termination of this Agreement for any reason the Parties shall have no rights under this Agreement to exchange data with each other. Termination of this Agreement shall not affect any rights or obligations which by their terms should survive termination or expiration.

18. LIABILITY

Each Party shall be responsible for its acts and omissions and not for the acts or omissions of the other Party. Notwithstanding any provision in this Agreement to the contrary, neither Party shall be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law.

19. GOVERNING LAW

This Agreement shall be governed and enforced pursuant to the laws of the State of California, without giving effect to its conflicts of laws provisions, except to the extent California law is preempted by any provision of federal law.

20. ASSIGNMENT

Neither Party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the other Party, which shall not be unreasonably delayed or denied. Any assignment that does not comply with the requirements of this Section shall be void and have no binding effect.

21. SURVIVAL

All Sections which by their nature are meant to survive this Agreement shall survive expiration or termination of this Agreement.

22. WAIVER

No failure or delay by any Party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

23. THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Attachment: 5091-INT-2023-COC (9622 : CalMHSA Participation Agreement-Interoperability Solution)

24. FORCE MAJEUR

No Party shall be responsible for any delays or failures in performance caused by the occurrence of events or other circumstances that are beyond its reasonable control after the exercise of commercially reasonable efforts to either prevent or mitigate the effect of any such occurrence or event.

Attachment: 5091-INT-2023-COC (9622 : CalMHSA Participation Agreement-Interoperability Solution)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve Participation Agreement with California Mental Health Services Authority (CalMHSA) for Data Archive Solution to assist with archiving legacy application Electronic Medical Record (EMR) databases, effective January 1, 2024.**

Approve Participation Agreement with **California Mental Health Services Authority (CalMHSA)** for Data Archive Solution to assist with archiving legacy application Electronic Medical Record (EMR) databases, effective January 1, 2024.

Detailed Description/Background of request

Behavioral Health is requests to enter into a participation agreement with CalMHSA to administer data archiving services. CalMHSA will provide Colusa County Behavioral Health (CCBH) with a Microsoft Azure Cloud database solution and professional implementation and support services to assist with archiving the legacy application Electronic Medical Record ("EMR") databases to a secure Cloud environment. Through this Program, CalMHSA strives to help CCBH retain copies of and access to legacy EMR data, while also assisting CCBH in taking steps toward meeting future interoperability requirements.
The total cost of this agreement will be $58,704 over a three year period. The term of the agreement will be from January 1, 2024 through December 31, 2026.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 306-55280-306-0 Contributions to Other Agencies
$24,900 Initial Fee
$11,268 Annual License Fee

Action for the Clerk

Please obtain signatures and send to:
CalMHSA
1610 Arden Way Ste 175
Sacramento, CA 95815
contracts@calmhsa.org <mailto:contracts@calmhsa.org

ATTACHMENTS:

- Attachment-28611 Updated (DOCX)

Agreement No. 5090-ARCHIVE-2023-COC
Data Archive Solution
February 6, 2024~~February 6, 2024December 7, 2023~~

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Name of Program: Data Archive Solution

   Summary of Program: CalMHSA will provide Participant with a Microsoft Azure Cloud database solution and professional implementation and support services to assist with archiving legacy application Electronic Medical Record ("EMR") databases to a secure Cloud environment. Through this Program, CalMHSA strives to help Participant retain copies of and access to legacy EMR data, while also assisting Participant in taking steps toward meeting future interoperability requirements.

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

   ☑ Exhibit A Program Description and Funding
   ☑ Exhibit B General Terms and Conditions

3. The amount payable for the term of this Agreement is $58,704.00.

   This amount is comprised of a $24,900 one-time fee plus an $11,268 annual subscription fee. Participant may choose to purchase optional additional services, described in Exhibit A, Section IV. Fee Structure. Any such purchase will increase the total amount payable under this agreement and must be agreed upon in a written contract signed by the Parties.

4. County to confirm if funds payable under this agreement are:

   From a federal source or program (explain below) Amount $ _____
   Grant Funding (explain below): Amount $ _____
   Restricted (explain below): Amount $ $58,704
   Contingent (explain below): Amount $ _____

Explanation of Restriction(s):

The Data Archive Solution will be paid with BHQIP funds.

*County confirms that aside from the above, there are no other funding restrictions.

5. The term of the Program is January 1, 2024, through December 31, 2026.

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Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

Agreement No. 5090-ARCHIVE-2023-COC
Data Archive Solution
February 6, 2024~~February 6, 2024~~~~December 7, 2023~~

Authorized Signatures:

CalMHSA:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant (Colusa County):

Signed: _____ Name (Printed): Gary J. Evans

Title: Board of Supervisors~~/ CAO~~ Date: _____

APPROVED AS TO FORM

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Tony Hobson

Title: Director of Behavioral Health Date: _____

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

_____
Patricia Rodriguez, Deputy Clerk

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Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

I. Name of Program: Data Archive Solution and Professional Services

II. Term of Program: January 1, 2024, through December 31, 2026

III. Scope of Work:

CalMHSA will assist Participant in archiving legacy application EMR databases utilizing a Microsoft Azure SQL Cloud database.

A. CalMHSA Responsibilities

CalMHSA will provide Participant the following services:

1. Planning and Coordination - CalMHSA will create and deliver plan-based materials and coordinate with Participant to assist Participant with the goal of meeting requirements in a timely manner.

2. Project Management - CalMHSA Project Managers will facilitate the scope of the project and collaborate with Participant to provide direction and oversight of deliverables within anticipated timelines.

3. Architecture and Design - CalMHSA will architect and design the Microsoft Azure SQL Cloud environment using accepted best practices.

4. Data Migration - CalMHSA will perform all data migration activities for Participant after Participant has transferred its archive database in a structured format.

5. Testing and Validation - CalMHSA representatives will connect to each data set and confirm successful migration. If any issues are found, CalMHSA will address, resolve and re-validate.

6. Participant Database Access - CalMHSA will ensure that Participant has read only access to the Microsoft Azure SQL database. This level of access will facilitate Participant's ability to access data and allow Participant to create reports as needed.

7. Database Maintenance and Back-Up - CalMHSA will maintain the Microsoft Azure SQL Cloud environment and ensure annual back-up of database.

B. Participant Responsibilities

Participant shall be responsible for the following:

1. Data Delivery – Participant will deliver data to CalMHSA in a relational structured format. Participant agrees to take steps necessary to ensure data is extracted in the appropriate format including, but not limited to, working with their current vendor.

Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

2. Report Creation – Participant is responsible for the creation of any required reports utilizing Participant's database access. CalMHSA offers additional services upon request to assist Participant in report creation.

3. Project Management and Coordination – Participant agrees to assign staff to communicate and collaborate with CalMHSA throughout the archiving project.

IV. Fee Structure

SERVICE TYPE	ONE-TIME FEE
Data Archiving Solution – Professional Services and Implementation • Planning and Coordination • Project Management • Architecture and Design • Data Migration • Testing and Validation • Participant Access to Azure SQL Database • Database Maintenance and Backup	$24,900.00
LICENSE FEE	**ANNUAL RATE**
Data Archiving Solution – Database License Fee • Microsoft Azure SQL Single Database License • West US Region for Low Latency • 4V Cores • Provisioned Database • Gen 5 Server • Zone-Redundancy • 100 Hours Compute Time Per Month • RA-GRS Backup Storage Redundancy • 1024GB Long Term Retention Long Term Storage with Annual Backup	$11,268.00 per Year
OPTIONAL ADDITIONAL SERVICES	**RATE**
Additional Professional Service Offering • Report Writing	$225.00 per Hour
Additional Data Storage and Back-Up • 512 GB Per Month • Includes 2 Additional V Cores Per 512 GB	$396 per Month

Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A PARTICIPANT (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of funding amount for the Program as specified in Exhibit B, Section V. Fiscal Provisions, which Participant will pay within the payment terms defined within this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Provide CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is January 1, 2024, through December 31, 2026.

Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

V. Fiscal Provisions

A. Funding required from Participant shall be in the amount stated on the Cover Sheet of this Agreement.

B. Payment Terms – Participant will be invoiced annually by CalMHSA, and Participant will issue payment amount identified below within thirty (30) days of Invoicing.

Payment for Year 1 will be due within thirty (30) days of execution of this Participation Agreement. Payment for Years 2 and 3 will be invoiced on and due within thirty (30) days of January 1 of the applicable fiscal period. See below.

Year	APPLICABLE FISCAL PERIOD	AMOUNT
1	1/1/2024 - 12/31/2024	$36,168
2	1/1/2025- 12/31/2025	$11,268
3	1/1/2026- 12/31/2026	$11,268

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Uptime and Support

A. CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: connex@calmhsa-members.org.

B. The services may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

VII. Disclaimer of Warranties

Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

VIII. Limitation of Liability

THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

Attachment: Attachment-28611 Updated (9623 : CalMHSA Participation Agreement-Data Archive Solution)

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 4th Modification to North Valley Behavioral Health for inpatient psychiatric services.**

Approve 4th Modification to **North Valley Behavioral Health** for inpatient psychiatric services.

Detailed Description/Background of request

Behavioral Health is requesting a 4th modification to the contract (C21-106) executed on June 8th, 2021 with North Valley Behavioral Health which provides the County with inpatient psychiatric services at this facility as well as their associated facility, Stabler Lane Behavioral Health, in order to increase the maximum compensation per fiscal year.

North Valley Behavioral Health operates a multidisciplinary inpatient Psychiatric Health Facility in Yuba City, California. The program offered is patient-centered with a "Patient's First" philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services are provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic environment of the facility.

Behavioral Health requests to increase the maximum compensation to $750,000 per fiscal year due to an increase in the number of clients which require higher levels of care in secure environments.

Prior Board Action

C21-106, C22-210, C23-009 and C23-148

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons.

Action for the Clerk

Number contract, obtain signatures and send to:
North Valley Behavioral Health
1535 Plumas Court, Suite A

Yuba City, CA 95991
Attention: Administrator

ATTACHMENTS:

- Attachment-28618 Updated (DOCX)
- C23-148 3rd Mod. North Valley Behavioral Health, LLC (PDF)
- C23-009 2nd Mod North Valley Behavioral Health, LLC (PDF)
- C22-122 1st Mod. North Valley Behavioral Health LLC (PDF)
- C21-106 North Valley Behavioral Health, LLC (PDF)

Fourth Modification of Inpatient Psychiatric Health Facility Contract

This Fourth Modification of Inpatient Psychiatric Health Facility contract is between Colusa County (County), a political subdivision of the State of California, and North Valley Behavioral Health, LLC, (Contractor), a California Limited Liability Company.

Background

On July 1, 2021, the parties executed Contract C21-106 for inpatient psychiatric services.

On June 21, 2022, the parties executed the 1st Modification (C22-122) to the Contract to extend the term and increase the daily rate.

On January 3, 2023, the parties executed the 2nd Modification (C23-009) clarifying the Professional Ability of Contract and Standards of Performance.

On August 1, 2023, the parties executed the 3rd Modification (C23-148) to extend the term of the contract, increase compensation and update Attachment C – FY 23/24 daily rate.

The parties now want to modify the Contract to increase compensation.

Modification

The parties agree to modify the Contract effective February 13, 2024, as follows:

1. Section 3, Compensation is modified to increase the compensation per fiscal year from $225,000 to $750,000 per fiscal year.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

NORTH VALLEY BEHAVIORAL HEALTH, LLC

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Attachment-28618 Updated (9627 : 4th Modification North Valley Behavioral Health)

C23-148

Third Modification of Inpatient Psychiatric Health Facility Contract

This Third Modification of Inpatient Psychiatric Health Facility contract is between Colusa County (County), a political subdivision of the State of California, and North Valley Behavioral Health, LLC, (Contractor), a California Limited Liability Company.

Background

On July 1, 2021, the parties executed Contract C21-106 for inpatient psychiatric services.

On June 21, 2022, the parties executed the 1st Modification (C22-122) to the Contract to extend the term and increase the daily rate.

On January 1, 2023, the parties executed the 2nd Modification (C23-009) clarifying the Professional Ability of Contract and Standards of Performance.

The contract expired June 30, 2023, however the contractor has continued to provide services under the expired contract.

The parties now want to modify the Contract to increase compensation and update Attachment C with FY 23/24 daily rate.

Modification

The parties agree to modify the Contract effective March 1, 2023, as follows:

1. Section 2, Term of the contract is modified to extend the term through June 30, 2024.
2. Section 3, Compensation is modified to increase the compensation per fiscal year from $100,000 to $225,000 per fiscal year.
3. Section 22, Attachments is modified by deleting Attachment "C" and replacing with a NEW Attachment "C" Daily Rate-FY 2023-2024 attached hereto.

COUNTY OF COLUSA

Date: 8/1/23

Kent S. Boes, Chair

NORTH VALLEY BEHAVIORAL HEALTH, LLC

Date: 8/15/23

Signature

Arne Hyson, CEO

Printed Name and Title

APPROVED AS TO FORM

for

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy Clerk

Attachment: C23-148 3rd Mod. North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

ATTACHMENT "C'

North Valley Behavioral Health, LLC
North Valley Behavioral Health ★ Cirby Hills Behavioral Health ★ Stabler Lane Behavioral Health
Pine Tree Gardens East ★ Pine Tree Gardens West

1535 Plumas Court
Yuba City, CA 95991
Phone: (530) 790-2520
Web: NVBH.com

Arne Hyson, CEO
ahyson@nvbh.com
(530) 790-2530

To: Mental Health Directors
Contract Managers

Date: April 4, 2023

From: Arne Hyson, CEO

Re: Daily Rate – FY 2023-2024

Dear: Mental Health Director

North Valley Behavioral Health, LLC has entered its eighteenth year of service in providing acute inpatient psychiatric services to the Medi-Cal and indigent patients who reside in many of the northern California counties. For the pre-COVID years, our daily operations have generally run quite smoothly and been fiscally predictable and controllable. This past year has been another very demanding one. It has been filled with many challenges posed to all of us by the ongoing COVID responses, the increased competitiveness of trying to recruit and retain some of the shrinking numbers of nursing staff, the new costs of responding to the requirements being imposed by the MediCal reforms, and the increased costs of our insurances and food/supplies to carry on our day-to-day operations. Through it all, we have been stretching ourselves to respond to these challenges but are finding it increasingly harder to keep up as we move into the upcoming fiscal year.

As a result, we are being forced to adjust our daily rate by for the 2023-2024 fiscal year.
Beginning July 1, 2023 our daily rate will be $1,055.00

We have never been happy with increasing the daily rates, but sometimes it becomes necessary. Just know it continues to be our focus to provide the service that you have come to expect from us over the years and do so in a fiscally responsible way.

Sincerely,

Arne Hyson,
CEO, North Valley Behavioral Health, LLC

Attachment: C23-148 3rd Mod. North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

C23-009

Second Modification of Inpatient Psychiatric Health Facility Contract

This Second Modification of Inpatient Psychiatric Health Facility contract is between Colusa County (County), a political subdivision of the State of California, and North Valley Behavioral Health, LLC, (Contractor), a California Limited Liability Company.

Background

On July 1, 2021, the parties executed Contract C21-106 for inpatient psychiatric services.

On June 21, 2022, the parties executed the 1 Modification (C22-122) to the Contract to extend the term and increase the daily rate.

The parties now want to modify the Contract to clarify the Professional Ability of Contractor and Standards of Performance.

Modification

The parties agree to modify the Contract effective December 20, 2022, as follows:

1. Section 5.A, Professional Ability of Contractor and Standards of Performance is deleted entirely and replaced with the following:
   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.

COUNTY OF COLUSA

Date: 1/3/23

Kent S. Boes, Chair

NORTH VALLEY BEHAVIORAL HEALTH, LLC

Date: 1/8/2023

Signature

Arne Hyson CEO

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C23-009 2nd Mod North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

C22-122

First Modification of Inpatient Psychiatric Health Facility Contract

This First Modification of Inpatient Psychiatric Health Facility contract is between Colusa County (County), a political subdivision of the State of California, and North Valley Behavioral Health, LLC, (Contractor), a California Limited Liability Company.

Background

On July 1, 2021, the parties executed Contract C21-106 for inpatient psychiatric services.

The parties now want to modify the Contract to extend the term of the contract and increase the daily rate.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term of the contract is modified to extend the term of the contract to June 30, 2023.
2. Attachment is modified by deleting Attachment "C" and replace with a NEW Attachment "C" Daily Rate, attached hereto.

COUNTY OF COLUSA

Date 6/21/22

J. Merced Corona, Chair

NORTH VALLEY BEHAVIORAL HEALTH, LLC

Date: 6-29-2022

Signature

Arne Hyson, CEO

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C22-122 1st Mod. North Valley Behavioral Health LLC (9627 : 4th Modification North Valley Behavioral Health)

Attachment C

C22-122

North Valley Behavioral Health, LLC
North Valley Behavioral Health ★ Cirby Hills Behavioral Health ★ Stabler Lane Behavioral Health
Pine Tree Gardens East ★ Pine Tree Gardens West

1535 Plumas Court
Yuba City, CA 95991
Phone: (530) 790-2520
Web. NVBH.com

Arne Hyson, CEO
ahyson@nvbh.com
(530) 790-2530

To: Mental Health Directors
Contract Managers

Date: April 15, 2022

From: Arne Hyson, CEO

Re: Daily Rate – FY 2022-2023

Dear: Mental Health Director

North Valley Behavioral Health, LLC has entered its seventeenth year of service in providing acute inpatient psychiatric services to the Medi-Cal and indigent patients who reside in many of the northern California counties. Most of the past years have seen our daily operations generally running quite smoothly and efficiently, well except for an evacuation related to the flood threat of February 2017, but even that was handled relatively smoothly. This past year has been different. It has been filled with many challenges posed to all of us by the COVID outbreaks and the safety measures it forced everyone to take in order to continue to keep everyone safe while providing the much needed care. Hopefully this COVID thing is coming to an end and we can get back to more predictable times.

Through it all, we learned to deal with the new way of providing our care and even the unexpected consequences that came along with it. Unfortunately, some of these consequences have greatly increased our costs. Like the vaccination requirements creating a shortage of nursing staff, leading to an environment where higher paying organizations were able to recruit some of our vaccinated nursing staff. This forced us to review our wage structures and make significant adjustments in order to retain the remainder of our nursing staff and make us competitive in recruiting new ones. We found the rate adjustment we made in January, to cover the minimum wage increase, did not cover this need, nor the significant increases the COVID pandemic created in our other operational costs and the additional costs of meeting the new concurrent review requirements each county presented us with.

As a result, we are being forced to adjust our daily rate by 4% for the 2022-2023 fiscal year.
Beginning July 1, 2022 our daily rate will be $988.

We have never been happy with increasing the daily rates, but sometimes it becomes necessary. Just know it continues to be our focus to provide the service that you have come to expect from us over the years and do so in a fiscally responsible way.

Sincerely,

Arne Hyson,
CEO, North Valley Behavioral Health, LLC

Attachment: C22-122 1st Mod. North Valley Behavioral Health LLC (9627 : 4th Modification North Valley Behavioral Health)

C21-106

Inpatient Psychiatric Health Facility Contract

This Inpatient Psychiatric Health Facility contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and North Valley Behavioral Health, LLC, a California limited liability company ("Contractor").

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

2. **Term:** This Contract shall begin on July 1, 2021 and shall terminate June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $100,000, as provided for in Attachment "C" per fiscal year. 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) Invoice to itemize patient stays, dates of stay and total number of days per facility.
      5) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

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

   C. Contractor shall provide properly skilled professional and technical personnel to

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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 ten (10) 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 violations of law by the party.

9. **HIPAA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "D" attached hereto and incorporated herein

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by reference, which is added to this agreement to comply with the privacy requirement of the Health Insurance Portability and Accountability Act (HIPAA).

10. **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.

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

    F. **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

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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.

G. **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.

H. **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.

11. **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.

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.

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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:	Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	North Valley Behavioral Health 1535 Plumas Court, Suite A Yuba City, CA 95991 Attention: Administrator

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.

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

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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. 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.

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" North Valley Behavioral Health – Program Description
B. Attachment "B" Stabler Lane Behavioral Health – Program Description
C. Attachment "C" Daily Rate
D. Attachment "D" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans Date: 10/8/21
Gary J. Evans, Board Chair

NORTH VALLEY BEHAVIORAL HEALTH, LLC

Date: 6/29/21
Signature

Arne Hyson CEO
Printed Name and Title

APPROVED AS TO FORM

David Prentice, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts
Melissa Kitts, Deputy

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Attachment A

North Valley Behavioral Health

1535 Plumas Ct., Ste. A, Yuba City, CA 95991
Phone (530) 790-2520 • Fax (530) 790-2528 • Lic. # 02016037

PROGRAM DESCRIPTION

BACKGROUND AND DESCRIPTION:

In response to the increasing demand by mental health consumers and their advocates for client-centered, accessible, comprehensive, quality and affordable inpatient psychiatric services in Northern California, North Valley Behavioral Health was opened to provide a new program in Yuba City, California to meet those needs. The 16-bed facility is a non-hospital acute care program that is licensed by the California Department of Mental Health under the California Code of Regulations, Title 22, Division 5. The program provides inpatient psychiatric emergency services to referred adults who require inpatient interventions to treat a psychiatric crisis or other acute mental health problems.

OVERVIEW:

North Valley Behavioral Health operates a multidisciplinary inpatient Psychiatric Health Facility in Yuba City, California. The program offered is patient-centered with a "Patient's First" philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services are provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services are available in a 24-hour care, non-hospital setting to referred adults who: 1) require intervention for psychiatric crisis/episode or other acute mental health problem, and 2) have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program is prompt intervention, assessment and stabilization of the individual's psychiatric crisis/episode. The program admits voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party and the referring agency. Admission to the program provides the individual with care designed to help stabilize and maintain their mental health condition, and improve their functioning ability. This is provided through continuous diagnostic assessments of their mental health status, pharmacological intervention, individual and group therapy to provide education/training in crisis intervention, and transitional discharge planning.

The North Valley Behavioral Health's program accepts adult patients referred from County Mental Health Agencies who meet the admission criteria established by the program. All care provided by the facility is pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

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Program Goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.

2. To encourage and facilitate involvement of patients and their appropriate support persons in treatment programs to promote self-care and improve patient functioning abilities.

3. To provide effective continuity of care spanning the entire treatment process from preadmission to post-discharge.

Program Objectives:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.

2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.

3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.

4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.

5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

DISCHARGE CRITERIA:

1. They no longer meet medical or service necessity criteria and/or they have successfully completed a treatment plan.

2. They no longer meet criteria for an involuntary hold.

3. They are determined to need a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

North Valley Behavioral Health has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care and other referral needs.

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Average Length of Stay:

North Valley Behavioral Health will accept both voluntary and involuntary patients who meet the admission criteria for the program. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility is between 7 to 10 days. Stays of less than seven (7) days or longer than ten (10) days are dependent on assessment of the patients' needs. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services:

The program at North Valley Behavioral Health offers:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problem.

2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.

3. Coordinated care and referrals to other services.

These program services are offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, individual and group therapy. These structured services are offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Individual assessment of admitting condition.
2. Multidisciplinary evaluation and treatment planning.
3. Crisis Intervention
4. Medication Evaluation and Management
5. Health monitoring and treatment interventions as indicated
6. Individual and Group Therapy
7. Creation of Therapeutic Milieu
8. Rehabilitation Services
9. Therapeutic Activities
10. Social Work/Case Management
11. Discharge Planning/Aftercare Services.

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Organizational Plan:

As a licensed Psychiatric Facility (PHF), North Valley Behavioral Health utilizes a professional staff model to organize its medical and other professional staff. Members of the professional staff provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director supervises the overall quality of care and coordinates the professional staff's involvement in the program.

A qualified Administrator supervises the staff and manages the operation of the PHF. Other administrative/support staff includes medical record professionals, clerical staff, housekeepers, food service personnel, and maintenance/grounds staff.
The Administrator will be assisted by a Director of Patient Care to direct the nursing functions and supervise R.N.'s, LPT's, and Mental Health Workers providing coverage at the facility. These direct care staff have a minimum ratio of one staff member per four patients. Additional staff is provided as the acuity of the patients require.

Social Workers provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational or Occupational Therapy staff provides structured activities and rehabilitation services as needed. On-going staff training is scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation is utilized, when necessary to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff including primary care and specialty physicians, dentists, podiatrists, and other mental health professionals.

Facility:

This smoke free facility is a newly constructed 16-bed unit with ample, comfortable indoor and outside program space. The site is located in the community of Yuba City in Sutter County, California at 1541 Plumas Court. It is situated in close proximity to auxiliary and medical services and is readily accessible off of Highways 20 and 99. The space is approximately 6000 square feet and offers a comfortable, safe and secure environment for the patients. The facility is of modern design and houses eight semiprivate bedrooms with showers, a dining/lounging area, laundry facilities and programming space. It also includes administrative, staffing, and medical office spaces. Connected to the facility is a secure outdoor patio for activities and relaxation.

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Attachment B

Stabler Lane Behavioral Health

1253 Stabler Lane, Yuba City, CA 95993

PROGRAM DESCRIPTION

Overview

North Valley Behavioral Health, LLC proposes to operate a multidisciplinary inpatient psychiatric health care facility which will be named "Stabler Lane Behavioral Health, Psychiatric Health Facility." The program offered will be patient-centered with a "Patients First" philosophical base and guided by a multidisciplinary team that provides individualized pharmacological, therapeutic, and rehabilitative interventions in a safe and secure environment. Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual's psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County's Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

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Program Goals

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.

2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.

3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

Program Objectives

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.

2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.

3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.

4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.

5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

Admission Criteria and Process

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for

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evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose.

When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare, ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient's waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

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Average Length of Stay

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.

2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.

3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu

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10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.

2. The patient no longer meets criteria for an involuntary hold following continuous assessment.

3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

Organization Plan

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

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The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our "Patients First" philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

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Attachment C

North Valley Behavioral Health ★ Cirby Hills Behavioral Health ★ Stabler Lane Behavioral Health
Pine Tree Gardens East ★ Pine Tree Gardens West

To: Mental Health Directors
Contract Managers
From: Arne Hyson, CEO

Date: April 20, 2021
Re: Daily Rate – FY 2020-2022

As North Valley Behavioral Health enters its sixteenth year of service, we have been fortunate and thankful to have provided acute inpatient psychiatric services to many of the northern California counties. As many of you know, this past fall we opened Stabler Lane Behavioral Health in response to your requests for us to provide another Medi-Cal certified facility. It was intended that this facility be operational in the beginning of August, but with the COVID situation forcing unforeseen delays, it did not open until October 1st. Since the facility opened it has been busy meeting the needs of the counties it serves and providing the level of care you have all come to expect with our organization. For those counties who had opted to contract with both of our facilities in Yuba City, we hope the system where you can call one phone number and get access to available beds at either facility has helped make your referral process smoother and more efficient.

We have always worked hard to hold the line against increasing our daily rates, while at the same time not compromising the level of quality care. With this upcoming 2021-22 fiscal year, we are expecting some of our usual insurance premiums and regular operational costs to go up, but the big hit to our budget will be the minimum wage increase that goes into effect on January 1. With this in mind, we are setting this year's daily rate to absorb these increasing costs and respond to this final phase of the minimum wage law.

Our daily rate from July 1, 2021 through to December 31, 2021 will remain unchanged from what it is currently ($920 per day). But unfortunately, effective January 1, 2022 the daily rate will increase to $950.

While we are not happy about having to adjust our rate, we are confident that the increase will allow us to meet our operational obligations while maintaining our service commitments to the counties and the patients they entrust in our care. It continues to be our focus to provide the service that you have come to expect from us over the years and we pledge to uphold that standard.

Attachment: C21-106 North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

C 21-106

Attachment D

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 North Valley Behavioral Health, LLC. 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

Attachment: C21-106 North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(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(e)(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

Attachment: C21-106 North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

County in the performance of such obligation(s);

(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

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has been breached.

(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:

Attachment: C21-106 North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

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1. Retain only that protected health information which is necessary for Business 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 (e) 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: C21-106 North Valley Behavioral Health, LLC (9627 : 4th Modification North Valley Behavioral Health)

COUNTY OF COLUSA, CA

2.13

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve contract with California Psychiatric Transitions, Inc., for mental health rehabilitation services effective February 1, 2024.**

Approve contract with **California Psychiatric Transitions, Inc.,** for mental health rehabilitation services, effective February 1, 2024.

Detailed Description/Background of request

Behavioral Health is requesting to enter into an agreement with California Psychiatric Transitions for mental health rehabilitation services.

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). The goal of the programs is to implement at treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive setting the community.

The maximum compensation for this contract will be $140,000 per fiscal year. The term of the contract will be from February 1, 2024 through June 30, 2024.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons
$140,000 for the 23/24 fiscal year.

Action for the Clerk

Number contract and obtain signatures and send to:
CPT

9226 N. Hinton Ave.
Delhi, CA 95315

ATTACHMENTS:

- California Psychiatric Transitions Inc Updated (DOCX)

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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~~CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. CONTRACT FOR~~ MENTAL HEALTH REHABILITATION SERVICES CONTRACT

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This Mental Health Rehabilitation Services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and California Psychiatric Transitions, Inc., ("Contractor"), a California Corporation.

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 rehabilitation services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on February~~December~~ 1, 202~~43~~, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed $140~~225~~,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. 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. Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Nothing contained in this section shall relieve the Contractor of providing a completed W-9 to County.

   ~~B.~~**C.** 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.~~**D.** 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

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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;

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

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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.

If to County:	Colusa County Behavioral Health 162 E Carson Street Colusa, CA 95932 Attention: Director 530.458.0520
If to Contractor:	**California Psychiatric Transitions** **9226 N. Hinton Ave** **Delhi, CA 95315** **Attention: Director 209-920-4799**

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.

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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 violates any of the terms or provisions of this Contract; or

    B. By Contractor or County with or without cause upon ~~fifteen~~ thirty (~~15~~30) days written notice of termination.

Commented [WT1]: Contractor agreed to extend to 30 days.

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

    Attachments include:

    A. Attachment - Exhibit "A" Description of Program Services
    B. Attachment - Exhibit "B" CPT Rate Sheet
    C. Attachment - Exhibit "C" HIPPA Business Associate Addendum

~~C.~~

COUNTY OF COLUSA	~~Richard Stout, County Counsel~~ **CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.**
_____Date:___ ~~Kent S. Boes~~Gary J. Evans, Board Chair	_____Date:_____ Signature
	_____ Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____ Richard Stout, County Counsel–	By_____ Patricia Rodriguez, Deputy Clerk

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

Exhibit "A"

DESCRIPTION OF PROGRAM SERVICES

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

I. Background

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). With two on-site psychiatrists and a medical doctor along with a twenty-four
(24) hour nursing staff, CPT has the unique ability to render constant and immediate attention.

The goal of the programs is to implement at treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive setting the community.

II. MHRC Main Program

CPT is dedicated to addressing specific psychiatric needs of the mental health community as well as developing self-reliant individuals with good communication and social skills. CPT employs a highly structured daily program that allows both developmental growth and self-reliance. The daily program assists residents with rudimentary skills including activities of daily living and interactive groups. Cognitive sessions focusing on such topics as; anger management, medication awareness and impulse control, provide necessary tolls for each resident to realize their potential. The program examines the progress of each resident as it pertains to their needs and gauges their individual success. The program also provides a weekly schedule of group therapy sessions, conducted by the Staff Psychiatrist, the Director of Nursing, Team Leader(s) and staff. These sessions help identify and isolate resident concerns, progress and reoccurring issues and gauge the overall progress of the unit. In addition to group therapy, CPT acknowledges the vital importance of the one-on-one sessions. These sessions, also referred to as "Resident Staffing," are designed to delve further into the root causes of behavior as well as the specific needs of the individual resident, addressing behavioral issues, medication changes and program compliance.

III. Disruptive Behavioral Unit

The Disruptive Behavioral Unit program mission is to provide individuals an intensive therapeutic program that will focus directly on disruptive behaviors. These behaviors inhibit

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treatment and have the potential to affect other resident's progress. Placing individuals that are disruptive in one common area allows CPT to formulate and implement specific types of treatment plans designed to identify the stressors that may be causing the disruptive behaviors. This highly structured program creates an atmosphere that minimizes distraction and focuses on recovery.

A Board-Certified Psychiatrist conducts monthly 1 on 1 staffing sessions addressing behavioral issues, medication changes and program compliance. The psychiatrist also provides weekly group therapy sessions that gauge the overall progress of the unit. This provides the attention and rehabilitative skills necessary for a quicker recovery. In addition to the high staffing ratio, a twenty-four (24) hour nursing staff provides medications necessary to reduce agitation levels as needed, as well as activity personnel to provide group and leisure activities. A Team Leader and Program Clerk are also assigned to the unit for treatment plan implementation, progress reviews, and quarterly reporting.

The behaviors that are deemed severely disruptive and counterproductive to treatment include but are not limited to the following;

- AWOL Risk
- Assaultive Behavior
- Property Damage
- Hyper-sexual
- Hygienically Inappropriate
- Treatment Plan non-compliance

Individuals whose symptoms have been stabilized maintain "continuity of care" by being admitted directly to the MHRC main program. A proven track record of success helps reinforce the individual treatment plan, reduce the reoccurrence of disruptive behavior and promote successful rehabilitation.

IV. Diversion Program

The Diversion Program is designed to serve court ordered diversion and Incompetent to Stand Trial- Penal Code 1370 (IST 1370) individuals. The individuals in this program have been incarcerated facing misdemeanor charges and are unable to stand trial due to a mental illness or a mental illness with a cooccurring developmental disability. The program goal is to use a structured daily program to allow for competency restoration and diversionary programs by treating these individuals, CPT can assess whether or not an individual is competent to stand trial or is in need of further psychiatric evaluation and treatment. The daily program assists residents with rudimentary skills including activities of daily living and interactive/cognitive groups as well as comprehensive treatment plans designed to address their individual mental health needs. Specific training sessions addressing competency restoration focus on such topics as; an

understanding of courtroom proceedings; penalties, charges and defenses; legal terminology, and various tests used to determine levels of competency. The program examines the progress of each resident as it pertains to their needs and gauges their varying levels of competency and individual successes. Once competency is determined, the individual may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered. We also serve our Murphy's conservatorship clients in this program as well. For these clients we can either try to restore competency or convert their legal hold from a Murphy's to an LSP conservatorship. Converting a Murphy's hold to an LPS requires supervised community access when the treatment team feels the client is ready to enter back into society. This program can take two years to complete this program.

V. Admissions:

County and Contractor shall work cooperatively to admit clients to Contractor's facility. All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County. The admission of all persons receiving services under this Agreement must receive prior approval of the Director of Behavioral Health or his/her authorized representative.

County will sign and adhere to Contractor's admission agreement for each client placed at Contractor's facility.

Contractor shall admit patients with a DMS V diagnosis. Individuals in need of Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission.

The frequency, scope and severity of these behaviors are determining factors for admission, which are negotiated between County and Contractor for or each client admission. The County may grant individual exceptions to the admission criteria.

If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission. County will sign Contractor's admission agreement and adhere to it for each client the County places at California Psychiatric Transitions.

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

VI. County Liaison, Patient Discharge Planning:

County shall designate a Facility Liaison (e.g., Conservator and/or Public Guardian) who shall be responsible for ongoing contact and consultation with Colusa County patients and facility staff.

Contractor shall keep the County Facility Liaison fully informed of each Colusa County patient's progress and shall collaborate in pre-discharge and discharge planning.

The County Facility Liaison shall be responsible for arranging future placement and support deemed necessary for each Colusa County Patient to be discharged.

If Contractor's treatment team determines that a Colusa County client has exceeded Contractor's level of care, the client is no longer an appropriate for placement, Contractor will immediately notify Colusa County Behavioral Health, who discharge the client within 72 hours.

Attachment: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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Exhibit "B"

California Psychiatric Transitions

Rate Table FY 2023-2024

MHRC	
LPS	$485/Day
1:1 Monitoring	$55.00/Hour
DBU	
LPS, IST, DIV, Murphy	$960/Day
1:1 Monitoring	$55.00/Hour
FORENSIC	
IST, DIV, Murphy	$690/Day
1:1 Monitoring	$55.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in.

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Exhibit "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 American Specialty Healthcare, Inc., doing business as Colusa Medical Center. 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.

(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(e)(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;

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(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);

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(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: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

(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: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

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 (e) 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: California Psychiatric Transitions Inc Updated [Revision 2] (9628 : Approve contract with California Psychiatric Transitions, Inc.)

COUNTY OF COLUSA, CA

2.14

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 5th Modification to Stacy Johnson dba Johnson's House of Sobriety for clean and sober transitional living facility services, effective January 1, 2024.

Approve 5th Modification with **Stacy Johnson dba Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2024.

Detailed Description/Background of request

Behavioral Health is requesting a 5th modification to the Johnson's House of Sobriety contract in order to increase the rates of service for the 2024 calendar year and extend the term.

Johnson's House of Sobriety offers clean and sober transitional living facility services for clients struggling with substance use disorders. They have multiple facilities that are equipped with cable, internet, and laundry in a safe home environment for recovery. All of their facilities have resident house managers that are able to support clients with their transition. They support any individual ready to make a healthy change in their lives through resident inspiration for betterment and by creating a strong sense of belonging.

Behavioral Health was notified by Johnson's House of Sobriety that they are increasing their monthly rate, effective January 1, 2024 from $690 per month to $750 per month. Behavioral Health also requests to extend the term of the contract through December 31st, 2024 as the rates of service will remain unchanged through the 2024 calendar year.

Prior Board Action

C19-170, C19-211, C21-044, C22-046 and C23-080

Fiscal Impact/Funding Source

Budgeted: 003-711-55270-0
Not to exceed $50,000 per fiscal year.

Action for the Clerk

Number, obtain signatures and send to:
Johnson's House of Sobriety

Attention: Stacy Johnson
2697 White Avenue
Chico, CA 95973

ATTACHMENTS:

- 5th Modification Johnsons House (DOCX)
- C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (PDF)
- C22-046 3rd Mod - Stacy Johnson dba Johnson's House of Sobriety (PDF)
- C21-044 2nd Mod - Stacy Johnson dba Johnson's House of Sobriety (PDF)
- C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (PDF)
- C19-170 Stacy Johnson dba Johnson's House of Sobriety (PDF)

Fifth Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This Fifth Modification of the Clean and Sober Transitional Living Facility Services Contract is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson dba Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification (C19-211) to add an Attachment "C" – Requirements.

On April 12, 2021, the parties executed a Second Modification (C21-044) to extend the term and increase the monthly rent.

On March 15, 2022, the parties executed a Third Modification (C22-046) to extend the term and increase the monthly rent.

On April 25, 2023, the parties executed a Fourth Modification (C23-080) to extend the term, increase the monthly rent and replace Exhibit C.

The parties now want to modify the Contract to increase the monthly rent, extend the term and replace Exhibit C.

Modification

The parties agree to modify the Contract effective January 1, 2024, as follows:

1. Section Term of the Contract is modified to extend the term of the contract through December 31, 2024.
2. Section 21, Attachment A, Scope of Services, is modified to increase the monthly rent form $690.00 to $750.00 per month.

COUNTY OF COLUSA

_____**Date:**_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBERITY

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy

Attachment: 5th Modification Johnsons House (9629 : 5th Modification Johnson's House of Sobriety)

Fourth Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This Fourth Modification of the Clean and Sober Transitional Living Facility Services Contract is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson dba Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification (C19-211) to add an Attachment "C" – Requirements.

On April 12, 2021, the parties executed a Second Modification (C21-044) to extend the term and increase the monthly rent.

On March 15, 2022, the parties executed a Third Modification (C22-046) to extend the term and increase the monthly rent.

The parties now want to modify the Contract to increase the monthly rent, extend the term and replace Exhibit C.

Modification

The parties agree to modify the Contract effective January 1, 2023, as follows:

1. Section Term of the Contract is modified to extend the term of the contract through December 31, 2023.
2. Section 21, Attachment A, Scope of Services, is modified to increase the monthly rent form $625.00 to $690.00 per month.
3. Section 21, Attachment C is deleted entirely and replaced with a NEW Attachment "C" attached hereto.

COUNTY OF COLUSA

Date: 4/25/23

Kent S. Boes, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBERITY

Stacy Johnson Date: 4-29-2

Signature

STACY Johnson owner/Director

Printed Name and Title

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

Melissa Kitts

Melissa Kitts, Deputy

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

ATTACHMENT C

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

1. Trading Partner Requirements

   a) No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

   c) No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

J. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20

Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

K. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

    c) Language interpreter and translation services

    d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

    a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

    b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

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c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

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The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all conspicuous physical locations where the Contractor interacts with the public.

   b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

   c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

   a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

   a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

   b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

T. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2023

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 Butte Community Insurance 2611 Forest Ave, #110 Chico, CA 95928 Dee M Sousa 530-893-1466	CONTACT NAME: Dee M Sousa PHONE (A/C, No, Ext): 530-893-1466 FAX (A/C, No): 530-893-1645 E-MAIL ADDRESS:
INSURED Johnson's House of Sobriety Stacy Johnson 2697 White Ave Chico, CA 95973	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Western World Insurance Compan INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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						EACH OCCURRENCE	$ 1,000,0
	CLAIMS-MADE X OCCUR			NPP8872270	03/22/2023	03/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,0
							MED EXP (Any one person)	$ 5,0
							PERSONAL & ADV INJURY	$ 1,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,0
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
BLANKCE	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 Dee Sousa

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Attachment: C23-080 4th Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

Stacy Johnson aka
Johnson's House of Sobriety

C23-0
4/25/2
BH

C22-046

Third Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This Third Modification of the Clean and Sober Transitional Living Facility Services Contract is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson dba Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification Contract C19-211 to add an Attachment "C" – Requirements.

The parties now want to modify the Contract to increase the required time Contractor's Books and Records are retained and increase the monthly rent.

Modification

The parties agree to modify the Contract effective January 1, 2022, as follows:

1. Section 6 and 6A Contractor's Books and Records, is modified by striking "for a minimum period of five (5) years" and replaced with "for a minimum period of ten (10) years".
2. Attachment A, Scope of Services, is modified to increase the monthly rent from $600.00 to $625.00 per month.

COUNTY OF COLUSA

Date: 3/15/22

J. Merced Corona, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Stacy Johnson Date: 3-15-22

Signature

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R

Patricia Rodriguez, Deputy

Attachment: C22-046 3rd Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

2.14.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/25/2021

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 Butte Community Insurance 2611 Forest Ave, #110 Chico, CA 95928 Dee M Sousa 530-893-1466	CONTACT NAME: Dee M Sousa PHONE (A/C, No, Ext): 530-893-1466 FAX (A/C, No): 530-893-1645 E-MAIL ADDRESS:
INSURED Johnson's House of Sobriety Stacy Johnson 2697 White Ave Chico, CA 95973	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Western World Insurance Compan INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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			NPP8795370	03/22/2021	03/22/2022	EACH OCCURRENCE	$ 1,000,0
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,0
							MED EXP (Any one person)	$ 5,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,0
	POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,0
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB / OCCUR							$
	EXCESS LIAB / CLAIMS-MADE						EACH OCCURRENCE	$
	DED / RETENTION $						AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A						PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BLANKCE

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

Dee Sousa

ACORD 25 (2016/03)

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Attachment: C22-046 3rd Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C21-044

Second Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This Second Modification of the Clean and Sober Transitional Living Facility Services Contract C19-170 is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson, an individual doing business as Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification Contract C19-211 to add an Attachment "C" – Requirements.

The parties now want to modify the Contract to increase monthly rent amount and extend the termination date.

Modification

The parties agree to modify the Contract effective January 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the termination date from June 30, 2021 to June 30, 2023.

2. Attachment A, Scope of Services, to increase the monthly rent from $575 to $600.

COUNTY OF COLUSA

Date:

Gary J. Evans, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Date: 4-5-21

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy

Attachment: C21-044 2nd Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C19-211

First Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This First Modification of the Clean and Sober Transitional Living Facility Services Contract C19-170 is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson doing business as Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

The parties now want to modify the Contract to add an Attachment "C" – Requirements.

Modification

The parties agree to modify the Contract effective December 17, 2019, as follows:

1. Section 21, Attachments, of the Contract is modified to add an Attachment "C" – Requirements.

COUNTY OF COLUSA

Date: 12/17/19
Kent S. Boes, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Date: 12/17/19
Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by
Melissa Kitts, Deputy

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C 19-211

ATTACHMENT C

REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

G. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C19-211

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C19-211

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C19-211

service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C 19-211

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C19-211

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Attachment: C19-211 1st Mod - Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

C 19-170

Services Contract with Johnson's House of Sobriety

This Sober Living services contract for the provision of a clean and sober transition living facility ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Stacy Johnson, an individual doing business as Johnson's House of Sobriety ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a clean and sober transitional living facility, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on August 4, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000 (fifty-thousand dollars) per fiscal year, as provided for in Attachment "A." 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 directed to the fiscal department of the Colusa County Behavioral Health. 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) Invoice to itemize client stays, dates of stay and total numbers of days.
      5) Include a summary of the services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

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

Attachment: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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.

Attachment: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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;

      2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

Attachment: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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 Court of California for the County of Colusa.

Attachment: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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 162 E Carson Street Colusa, Ca 95932 Attention: Terry Rooney, Director 530.458.0520
If to Contractor:	Johnson's House of Sobriety 2697 White Avenue Chico, CA 95973 (530) 520-5248

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.

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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 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" Scope of Services
B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Date: 9/10/19

Kent S. Boes, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Date: 9/10/19

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Deputy

Attachment: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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ATTACHMENT A

SCOPE OF SERVICES

1. Provide a safe, clean and sober structured housing (meals are not provided).
2. Provide affordable rents at $575 per month.
3. Provide completely furnished homes.
4. Provide internet access and cable TV.
5. Provide weights and exercise equipment.
6. Once a week Life Skills Training available.
7. Require 3 – 12 Step offsite meetings weekly.
8. Local 12-step meeting lists made available.
9. Weekly random 11 panel drug tests and 80 hour alcohol test following weekend passes.
10. Weekly passes available after 30 day probation period.
11. Residents provide their own lockboxes for meds. Random med checks.

Facility Addresses:

Women's Apartment
5 Ralland Cir
Chico, Ca 95926

Men's Apartment
7 Ralland Cir
Chico, CA 95926

Men's Apartment
2445 Almandor Cir
Chico, CA 95926

Men's House
226 & 226 ½ W 8th Ave.
Chico, CA 95926

Men's House
2179 Bidwell Ave.
Chico, CA 95926

Women's House
2171 Bidwell Ave.
Chico, CA 95926

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ATTACHMENT B

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 Johnson's House of Sobriety. 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.

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(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(e)(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);

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(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.

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(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: C19-170 Stacy Johnson dba Johnson's House of Sobriety (9629 : 5th Modification Johnson's House of Sobriety)

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 (e) 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.

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COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 3rd Modification with Caporusso Communications to provide public information services, effective February 1, 2024.**

Approve 3rd Modification with **Caporusso Communications** to provide public information services, effective February 1, 2024.

Detailed Description/Background of request

Caporusso Communications has been providing countywide communications support since spring of 2020. Since that time, the firm has regularly provided support for press releases, assisting various departments with social media/marketing campaigns, as well as monitoring all or social media platforms ensuring that information is accurate and that we are compliant with all archival requirements. Recently they undertook managing the County website redesign.

This modification of the contract would commence on February 1, 2024 and continue through January 31, 2025 at a rate of $4150. per month. This new rate is an increase of $400 per month. Any additional work/projects outside the original scope of work will be billed at a rate of $95. per hour.

Prior Board Action

C21-015 approved January 19, 2021
C22-036 1st Mod approved March 11, 2022
C23-036 2nd Mod approved February 14, 2023

Fiscal Impact/Funding Source

Budgeted $49,800 per year

Action for the Clerk

Please obtain signatures and send to:
Caporusso Communications
Attn: Justin Caporusso, President
209 Pinecrest Ct.
Roseville, CA 95678

ATTACHMENTS:

- 3rd Modification Caporusso Communications (DOCX)
- C23-036 2nd Mod - Caporusso Communications (PDF)
- C22-036 1st Mod. Caporusso Communications (PDF)
- C21-015 Caporusso Communications (PDF)

Third Modification to Public Information Contract

This Third Modification of Public Information Services Contract is between Colusa County (County), a political subdivision of the State of California, and Caporusso Communications, (Contractor), a California Corporation.

Background

On February 1, 2021, the parties executed Contract C21-015 to provide the County with Public Information Services.

On March 11, 2022, the parties executed Contract C22-036 extending the term of the contract through February 1, 2023.

On February 14, 2023, the parties executed Contract C23-036 extending the term of the contract through January 31, 2024.

The parties now want to modify the Contract to extend the termination date, increase compensation and update Attachment "A" Scope of Work.

Modification

The parties agree to modify the Contract effective February 1, 2024, as follows:

1. Section 2 Term, is modified by extending the term of the contract through January 31, 2025.
2. Section 3, Compensation is modified to increase the Flat Fee per month to $4,150.00.
3. Section 21, Attachments is modified by deleting Attachment "A" Scope of Work and replacing with a NEW Attachment "A" Scope of Work attached hereto.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

CAPORUSSO COMMUNICATION

_____
Justin Caporusso, President

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 3rd Modification Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

ATTACHMENT "A"
Scope of Work

During the terms of this agreement Contractor shall provide Public Information Officer services as may be requested by the County Administrative Officer (CAO) or designee, including without limitation the following duties and tasks:

1. Manage overall website redesign with CivicPlus (CAO and IT Director to serve as decision-makers).

2. Manage, monitor, and maintain all "Official" County social media platforms, including Facebook, Instagram, and Twitter. Manage ArchiveSocial (County's social media archiving software program). Support Department-specific social media management (at direction of CAO).

3. Continue Strategic Communications Plan implementation with active digital (website), earned media, and social media components that reach a diverse population.

4. Meet regularly with CAO to identify upcoming public information opportunities, including supporting Board of Supervisors action items.

5. Meet as needed with elected officials and Department management to develop strategies and plans for public information, marketing, and communication of county and/or Department-specific projects and programs (at direction of CAO).

6. Meet as needed with elected officials and Department management to prepare them for interviews and provide strategies and talking points based on the issue/topic of interest.

7. Manage all County media inquiries.

8. Develop and maintain regular contact with local media outlets, including without limitation local radio, television and print media.

9. Coordinate and provide support during special events, including groundbreaking ceremonies, ribbon cutting ceremonies, public meetings, community forums, and press conferences.

10. Develop talking points and prep CAO to serve as spokesperson for the County before public groups and the news media.

11. Research, analyze, organize, and design informational material at the direction of the CAO for County Administration publications, presentations and promotions, including

Attachment: 3rd Modification Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

brochures, reports, articles, newsletters, videos, public service announcements, press releases, workshops and related content.

12. Coordinate and convene committees and taskforces to develop a favorable, balanced and accurate public image and to address communication issues (as needed, at direction of CAO).

13. Develop proactive communication plans to mitigate risk and drive communications around key issues.

14. Manage the County's Administration and Board of Supervisors webpages to ensure they are providing accurate, current information to the public.

15. Develop strategies and advise on appropriate information dissemination procedures regarding significant issues, programs, projects and services.

16. Coordinate the release of emergency and/or recovery information during times of crisis or disaster.

17. Perform other duties as assigned.

Attachment: 3rd Modification Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

C23- 031a

Second Modification to Public Information Contract

This Second Modification of Public Information Services Contract is between Colusa County (County), a political subdivision of the State of California, and Caporusso Communications, (Contractor), a California Corporation.

Background

On February 1, 2021, the parties executed Contract C21-015 to provide the County with Public Information Services.

On March 11, 2022, the parties executed Contract C22-036 extending the term of the contract through February 1, 2023.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective February 1, 2023, as follows:

1. Section 2 Term, is modified by extending the term of the contract through January 31, 2024.

COUNTY OF COLUSA

Date: 2/14/23

Kent S. Boes Chair

CAPORUSSO COMMUNICATION

Date: 02/21/23

Justin Caporusso, President

APPROVED AS TO FORM:

Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

Melissa Kitts, Deputy

Attachment: C23-036 2nd Mod - Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)



Attachment: C23-036 2nd Mod - Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

C22-036

First Modification to Public Information Contract

This First Modification of Public Information Services Contract is between Colusa County (County), a political subdivision of the State of California, and Caporusso Communications, (Contractor), a California Corporation.

Background

On February 1, 2021, the parties executed Contract C21-015 to provide the County with Public Information Services.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective February 1, 2022, as follows:

1. Section 2, term of the contract is extend the term of the contract to February 1, 2023

COUNTY OF COLUSA

Date: 3/1/22

J. Merced Corona, Board Chair

CAPORUSSO COMMUNICATION

Date: 03/07/22

Justin Caporusso, President

APPROVED AS TO FORM:

Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

Melissa Kitts, Deputy Clerk

Attachment: C22-036 1st Mod. Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

C21-015

Public Information Services Contract

This Public Information Services contract is between the County of Colusa ("County") a political subdivision of the State of California and Caporusso Communications ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on February 1, 2021, and shall continue until all requested services are completed, no later than January 31, 2022.

3. **Compensation:** County will pay Contractor a Flat fee of $3,750.00 per month. Additional work and/or projects outside of the original scope of work are to be billed at a rate of $95.00 per hour. 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. 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

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

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 Contract, the following insurance policies with insurers possessing a Best's rating of no less than

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

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;

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

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

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 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

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

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 Attn: Wendy G. Tyler 547 Market Street, Ste. 102 Colusa, CA 95932
If to Contractor:	Caporusso Communications Company Attn: Justin Caporusso, President 209 Pinecrest Ct. Roseville, CA 95678

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.

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

C21-015

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

A. Attachment "A" Strategic Communications & Public Information Proposal

COUNTY OF COLUSA

Date: 1/19/21

Gary J. Evans, Board Chair

CAPORUSSO COMMUNICATIONS

Date: 01/27/21

Justin Caporusso, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Melissa Kitts, Deputy

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

C21-015

ATTACHMENT "A"

Scope of Work

The following scope outlines tasks associated with the development and execution of a strategic communications plan to support public information, outreach, and education on behalf of Colusa County. The strategic communications plan will provide guidelines, approach, goals, expectations, and best practices to be used countywide in communications with residents, stakeholders, media representatives, and other interested parties.

The objective of the strategic communications plan is to empower the CAO and county leaders to plan strategically, react with efficiency, and protect the county's brand while effectively communicating key messages and program information.

The strategic communications plan will include development and execution of the following components in support of approved public outreach campaigns (in coordination with staff):

Phase 1: Communications Audit and Goal Setting

- Review existing draft communications plan and audit existing internal and external communications channels and practices
- Conduct internal meetings to discuss organizational goals
- Hold deskside briefings with local media outlets to initiate relationships and establish information sharing best practices

Phase 2: Strategy Development and Training

- Develop external communications strategy and protocol to build brand recognition and increase community trust:
    - Develop overall brand/theme (external consistency)
    - Standardize the external communications process across all county departments
- Provide county leadership (and other designees) with basic message and social media training (pending social media policy)
- Develop countywide social media policy

Phase 3: Execution

Upon approval of the strategic communications plan, ongoing specific monthly deliverables to support execution of the plan include:

- Standing client meetings to discuss monthly objectives and outline monthly deliverables (at direction of CAO) in support of approved communications plan
- Message development and crafting
- Content creation (not including enhanced video production)

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

- Development, distribution, and posting of monthly e-newsletter highlighting county programs, successes, etc.
- Development, distribution/pitching, and posting of press releases, news briefs, general statements (3)
- Ongoing management of county's official social media platforms (Facebook/Instagram)
    - Development and ongoing management of Twitter platform for legislative advocacy and media relations
- Development and execution of targeted social campaign (upcoming event, issue advocacy, etc.)
    - Provide print, broadcast, and social communications support for county leaders (at discretion of CAO)
- Communications support of digital strategy (website and other digital assets)
- Development of Annual Report highlighting the organization's accomplishments

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

71 52 AE SBM This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

THE HARTFORD

Policy Number: 46 SBM AE5271 DX

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: CAPORUSSO COMMUNICATIONS, INC
(No., Street, Town, State, Zip Code)
209 PINECREST CT
ROSEVILLE CA 95678

Policy Period: **From** 10/20/20 **To** 10/20/21 365 DAYS
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: GOOSEHEAD INSURANCE/PHS
Code: 505997

Previous Policy Number: NEW

Named Insured is: S CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $500 MP

Susan L. Castaneda
Countersigned by
Authorized Representative

10/20/20
Date

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

209 PINECREST CT
ROSEVILLE CA 95678

Description of Business:
CONSULTANT - BUSINESS AND MANAGEMENT

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	NO COVERAGE
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	NO COVERAGE
OUTSIDE THE PREMISES	NO COVERAGE

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	$2,000,000
FORM SS 05 09 GENERAL AGGREGATE	$2,000,000

BUSINESS LIABILITY OPTIONAL COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 08 04 05	SS 00 45 12 06
SS 00 60 09 15	SS 00 64 09 16	SS 01 21 02 20	SS 42 06 03 17
SS 40 26 03 17	SS 41 63 06 11	SS 05 09 07 00	SS 05 47 09 15
SS 50 19 01 15	IH 99 40 04 09	IH 99 41 04 09	SS 83 76 01 15
SS 89 93 07 16			

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

Attachment: C21-015 Caporusso Communications (9625 : Approve 3rd Modification Caporusso Communications)

COUNTY OF COLUSA, CA 2.16

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 1st Modification of a Facility Use License agreement with Vernon Jewel Danley American Legion Post No. 218, effective January 1, 2024

Approve 1st Modification of a Facility Use License agreement with **Vernon Jewel Danley American Legion Post No. 218**, effective January 1, 2024

Detailed Description/Background of request

In 2018 the County entered into a Facility Use License Agreement with the Vernon Jewel Danley American Legion Post No. 218 (ALP), to memorialize the verbal agreements that had been in place for many years with regards to the Legion Hall in Maxwell. The agreement basically allows the ALP to manage and maintain the facility, coordinate all rental uses, and keep any rental income generated. However the County reserves the right to use the facility during emergencies (fire, flood, heat waves, etc.) and for trainings or meetings. The County does assist with any major maintenance issues, as well as providing some funding toward utilities costs (currently $1,500 per year).

At the time the Agreement was created the utilities for the ALP hall were in the name of the County of Colusa and billed to the County. The DHHS Department would pay the utility bill and then invoice the ALP for any amounts owing, after utilizing the funding provided for this purpose.

In 2023, DHHS contacted all utility companies and had the accounts placed in the name of the ALP, resulting in billings being mailed directly to the ALP. They are now paying their own utilities and the County provides the ALP with their stipend amount annually.

DHHS requests to amend Facility Use License Agreement with ALP to reflect the current methodology with regard to utilities.

Prior Board Action

C18-051

Fiscal Impact/Funding Source
No fiscal impact as County will continue to contribute $1,500 annual stipend for utilities reimbursement.

Action for the Clerk
Number, mail to Vernon jewel Danley Post # 218, Attn: Commander, PO Box 493, Maxwell, CA 95955 for signature.

ATTACHMENTS:

- 1st Mod Vernon Jewel Danley American Legion Post No 218 (DOCX)
- C18-051 Vernon Jewel Danley American Legion Post No. 218 (PDF)

FIRST MODIFICATION FACILITY USE LICENSE AGREEMENT

This First Modification of the Facility Use License agreement is between Colusa County (County), a political subdivision of the State of California, and Vernon Jewel Danley American Legion Post No. 218, a division of the American Legion a Congressionally declared Corporate body (Licensee).

Background

On March 1, 2018, the parties executed Agreement No. C18-051 a Facility Use License agreement for the building located at 250 Oak Street, Maxwell, CA and identified by APN 013-036-010 and 013-036-012 (Facility)..

The parties now want to modify the agreement regarding Utilities.

Modification

The parties agree to modify the Contract effective January 1, 2024, as follows:

1. Section 7. Utilities is modified by deleting entirely and replacing with the following:

   All Utilities shall be under the Licensee's name. The County shall contribute $1,500 on an annual basis for utility cost effective January 1, 2024.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

LICENSEE

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodrigues, Deputy

Attachment: 1st Mod Vernon Jewel Danley American Legion Post No 218 [Revision 1] (9617 : First Mod Facility Use License Agreement Maxwell

Attachment: C18-051 Vernon Jewel Danley American Legion Post No. 218 (9617 : First Mod Facility Use License Agreement Maxwell Legion

Facility Use License Agreement with Vernon Jewel Danley American Legion Post #218

This Facility Use License Agreement (License) is between the County of Colusa, a political subdivision of the State of California (County), and the Vernon Jewel Danley American Legion Post #218, a division of the American Legion a Congressionally declared corporate body (Licensee).

Recitals

A. County owns a building at located 250 Oak Street, Maxwell, California, and identified by assessor parcel numbers 013-036-010 and 013-036-012 (Facility).

B. The Facility has been used as the Vernon Jewel Danley American Legion Post #218 and more generally for the beneficial use for the community and the region.

C. Licensee desires to continue to use, the Facility for its headquarters and for the purpose of hosting community functions.

License

1. **License:** The County grants to Licensee a license to enter the Facility and use it for the sole purpose of conducting its ordinary and customary business. Licensee shall not be permitted to use Facility for any purpose other than as expressly provided for in this License. Licensee shall comply with all local, state, and federal laws and regulations while occupying and using the Facility.

   A. No interest of any kind in the real property is conveyed to Licensee by this License.

   B. This license is an exclusive license; however County shall retain control and ownership of the Facility. The County may, with 48 hours' notice to Licensee, enter the Facility for the purpose of inspection of the Facility.

   C. The license is personal to Licensee, and may not be transferred or assigned.

2. **Term:** The Initial License term shall be March 1, 2018 through February 28, 2028, and shall renew in 10-year increments upon written approval of the parties.

3. **Fee:** There is no fee for the license.

4. **Indemnification:** Licensee shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to Licensee's use of the Facility, or any act, error, omission, or negligence

of Licensee, its agents, servants, officers, directors, members, employees, or guests.

5. **Insurance:** Licensee, at its own cost, agrees to maintain, for the duration of this License, the following insurance policies:

A. **General Liability Coverage:** Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage.

B. **Policy Endorsements:** Said insurance 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 Licensee;

2) Providing that Licensee's insurance shall be the primary insurance as respects County. 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 Licensee'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;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

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

C. **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.

6. **Waste:** Licensee shall not commit, suffer, or permit the commission by others or itself of any waste or nuisance at the Facility. Licensee shall maintain and leave the Facility in a neat, clean and sanitary condition at all times.

Attachment: C18-051 Vernon Jewel Danley American Legion Post No. 218 (9617 : First Mod Facility Use License Agreement Maxwell Legion

A. Licensee shall be liable to County for any loss or damage to the Facility arising from, or in connection with, the use of the Facility by the Licensee or any of its officers, agents, employees, members, or participants.

B. Licensee is responsible for all routine maintenance, cleaning and repairs of the Facility during the duration of this License Agreement. Licensee shall be responsible for all costs incurred by County to clean or repair the Facility after Licensee's use.

C. Upon execution of this agreement, Licensee intends to install new windows, doors, kitchen equipment, and air conditioning equipment in the Facility at their own expense with the use of volunteer labor. All work shall be done in a manner that complies with all applicable federal, state and local laws, codes, ordinances and regulations. Licensee agrees that improvements shall be inspected and approved by the County. Licensee shall not make any further alterations to Facility without the express written permission of the County.

D. Licensee shall not use or keep at the Facility any kerosene, gasoline or flammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by the County. No, explosives or fireworks of any kind shall be brought onto or used upon the Facility.

E. Smoking is not allowed in the Facility, or within 50 feet of any doors or windows.

7. **Utilities:** Licensee shall pay for all utilities, except for those amounts appropriated by the Board of Supervisors for this purpose.

8. **Controlling Law Venue**: This License 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.

9. **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
ATTN: Chairman of the Board of Supervisors
547 Market Street, Suite 110
Colusa, California 95932

Attachment: C18-051 Vernon Jewel Danley American Legion Post No. 218 (9617 : First Mod Facility Use License Agreement Maxwell Legion

Vernon Jewel Danley Post #218
ATTN: Commander
If to Licensee: PO Box 493
Maxwell, CA 95955

10. **Entire License:** This License constitutes the complete and exclusive statement of agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this License.

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

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

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

14. **Termination**: This license may be terminated:

    A. Immediately for cause if either party violates the terms or provision of this License; or

    B. By the County with 30 days written notice.

15. **Partial Invalidity:** If any provision of this license 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.

COUNTY OF COLUSA

4/17/18
Gary J. Evans, Board Chair

LICENSEE

Ronald L Acevedo 4/21/18
Signature
RONALD L. ACEVEDO
Commander Vernon Jewel Danley Post 2
Printed Name and Title

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 Clerk

Attachment: C18-051 Vernon Jewel Danley American Legion Post No. 218 (9617 : First Mod Facility Use License Agreement Maxwell Legion Post

American legion Post 218

4/17/18

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Attachment: C18-051 Vernon Jewel Danley American Legion Post No. 218 (9617 : First Mod Facility Use License Agreement Maxwell Legion Post

COUNTY OF COLUSA, CA 2.17

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 1st Modification of a Facility Use License agreement with Colusa Veterans of Foreign Wars Post No. 2441, effective January 1, 2024.

Approve 1st Modification of a Facility Use License agreement with **Colusa Veterans of Foreign Wars Post No. 2441**, effective January 1, 2024.

Detailed Description/Background of request

In 2019 the County entered into a Facility Use License Agreement with the Colusa Veterans of Foreign Wars Post No. 2441 (VFW), to memorialize the verbal agreements that had been in place for many years with regards to the Veteran's Hall. The agreement basically allows the VFW to manage and maintain the facility, coordinate all rental uses, and keep any rental income generated. However the County reserves the right to use the facility during emergencies (fire, flood, heat waves, etc.) and for trainings or meetings. The County does assist with any major maintenance issues, as well as providing some funding toward utilities costs (currently $1,100 per year).

At the time the MOU was created the utilities for the VFW hall were in the name of the County of Colusa and billed to the County. The DHHS Department would pay the utility bill and then invoice the VFW for any amounts owing, after utilizing the funding provided for this purpose.

In 2023, DHHS contacted all utility companies and had the accounts placed in the name of the VFW, resulting in billings being mailed directly to the VFW. They are now paying their own utilities and the County provides the VFW with their stipend amount annually.

DHHS requests to amend Facility Use License Agreement with VFW to remove the language "Senior Nutrition Program" as the facility no longer serves as the location for Senior Nutrition, and to modify the agreement to reflect the current methodology with regard to utilities.

Prior Board Action

C19-019a

Fiscal Impact/Funding Source
No fiscal impact as County will continue to contribute $1,100 annual stipend for utilities reimbursement.

Action for the Clerk
obtain signatures, number and send to Colusa Veterans of Foreign Wars Post # 2441, Attn: Commander, PO Boxx 1354, Colusa, CA 95932

ATTACHMENTS:

- 1st Modification Colusa Veterans of Foreign Wars Post No 2441 (DOCX)
- C19-019a Veterans of Foreign Wars Post 2441 (PDF)

FIRST MODIFICATION FACILITY USE LICENSE AGREEMENT

This First Modification of the Facility Use License agreement is between Colusa County (County), a political subdivision of the State of California, and the Colusa Veterans of Foreign Wars Post No 2441, a division of the Veterans of Foreign Wars a nonprofit veteran's services organization comprised of eligible veterans and military members (Licensee).

Background

On January 8, 2019 the parties executed Agreement No. C19-019a a Facility Use License agreement for the building located at 108 E. Main Street, Colusa, CA.

The parties now want to modify the agreement regarding Utilities.

Modification

The parties agree to modify the Contract effective January 1, 2024, as follows:

1. Section 1.B., License, is modified by deleting references to the "Senior Nutrition Program."

2. Section 7. Utilities, is modified by deleting entirely and replacing with the following:

> All Utilities shall be under the Licensee's name. The County shall contribute $1,100 on an annual basis for utility cost effective January 1, 2024.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

LICENSEE

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy

Attachment: 1st Modification Colusa Veterans of Foreign Wars Post No 2441 [Revision 1] (9618 : First Mod Facility Use License agreement

Facility Use License Agreement with Veterans of Foreign Wars Post 2441

This Facility Use License Agreement (License) is between the County of Colusa, a political subdivision of the State of California (County), and the Colusa Veterans of Foreign Wars Post #2441, a division of the Veterans of Foreign Wars a nonprofit veterans service organization comprised of eligible veterans and military members (Licensee).

Recitals

A. County owns the Veterans Hall building located at 108 E. Main Street, Colusa, California 95932 (Facility).

B. The Facility has been used as the Colusa Veterans of Foreign Affairs #2441 and more generally for the beneficial use for the community and the region.

C. Licensee desires to continue to use, the Facility for its headquarters and for the purpose of hosting community functions.

License

1. **License:** The County grants to Licensee a license to enter the Facility and use it for the sole purpose of conducting its ordinary, customary and historical business. Licensee shall not be permitted to use Facility for any purpose other than as expressly provided for in this License. Licensee shall comply with all local, state, and federal laws and regulations while occupying and using the Facility.

   A. No interest of any kind in the real property is conveyed to Licensee by this License.

   B. The County shall retain control and ownership of the Facility and retain the right to use the Facility for County events and programs, including but not limited to the Senior Nutrition Program. The County will provide a seven day notice to use the Veterans Hall. The County may, with 48 hours' notice to Licensee, enter the Facility for the purpose of inspection of the Facility.

   C. The license is personal to Licensee, and may not be transferred or assigned.

2. **Term:** The Initial License term shall be January 8, 2019 through December 31, 2028, and shall renew in 10-year increments upon written approval of the parties.

3. **Fee:** There is no fee for the license to use the Facility.

4. **Indemnification:** Licensee shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way

Attachment: C19-019a Veterans of Foreign Wars Post 2441 (9618 : First Mod Facility Use License agreement Colusa VFW)

C19.

connected to Licensee's use of the Facility, or any act, error, omission, or negligence of Licensee, its agents, servants, officers, directors, members, employees, or guests.

5. **Insurance:** Licensee, at its own cost, agrees to maintain, for the duration of this License, the following insurance policies:

A. **General Liability Coverage:** Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage.

B. **Policy Endorsements:** Said insurance 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 Licensee;

2) Providing that Licensee's insurance shall be the primary insurance as respects County. 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 Licensee'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;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

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

C. **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.

6. **Waste:** Licensee shall not commit, suffer, or permit the commission by others or itself of any waste or nuisance at the Facility. Licensee shall maintain and leave the Facility in a neat, clean and sanitary condition at all times.

Attachment: C19-019a Veterans of Foreign Wars Post 2441 (9618 : First Mod Facility Use License agreement Colusa VFW)

A. Licensee shall be liable to County for any loss or damage to the Facility arising from, or in connection with, the use of the Facility by the Licensee or any of its officers, agents, employees, members, or participants.

B. Licensee is responsible for all routine maintenance, cleaning and minor repairs of the Facility during the duration of this License Agreement. County shall be responsible for cleaning the kitchen and dining area for other parties' usage not related to the Licensee.

C. Licensee shall not use or keep at the Facility any kerosene, gasoline or flammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by the County. No explosives or fireworks of any kind shall be brought onto or used upon the Facility.

D. Smoking is not allowed in the Facility, or within 50 feet of any doors or windows.

7. **Utilities:** County shall pay for all utility costs, except for (1) those amounts incurred as a result of the Licensee's usage or rental of the Facility, and (2) any additional funding so designated by the Board of Supervisors.

8. **Controlling Law Venue**: This License 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.

9. **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 ATTN: Chairman of the Board of Supervisors 547 Market Street, Suite 110 Colusa, California 95932
If to Licensee:	Colusa Veterans of Foreign Wars Post #2441 ATTN: Commander PO Box 1354 Colusa, CA 95932

10. **Entire License:** This License constitutes the complete and exclusive statement of agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this License.

Attachment: C19-019a Veterans of Foreign Wars Post 2441 (9618 : First Mod Facility Use License agreement Colusa VFW)

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

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

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

14. **Termination**: This license may be terminated:

    A. Immediately for cause if either party violates the terms or provisions of this License; or
    B. By the County with 30 days written notice.

15. **Partial Invalidity:** If any provision of this license 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.

COUNTY OF COLUSA

Date: 4/16/19

Kent Boes, Board Chair

COLUSA VETERANS OF FOREIGN WARS POST #2441

Date: 6.4.19

Signature

Joseph Bowers Commander

Printed Name and Title

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

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

By Patricia K

Patricia Rodriguez, Deputy Clerk

Attachment: C19-019a Veterans of Foreign Wars Post 2441 (9618 : First Mod Facility Use License agreement Colusa VFW)



COUNTY OF COLUSA, CA

2.18

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Approve 2nd Modification with Rave Wireless, Inc. dba Rave Mobile Safety for county-wide, mass emergency notification system, effective January 26, 2024.**

Approve 2nd Modification with **Rave Wireless, Inc. dba Rave Mobile Safety** for county-wide, mass emergency notification system, effective January 26, 2024.

Detailed Description/Background of request

Consider the renewal of the License & Services Agreement between Colusa County, through the Department of Health and Human Services (DHHS), and Rave Wireless, Inc. dba Rave Mobile Safety for implementation of a county-wide, mass emergency notification system at a cost not to exceed $14,932.80 and authorize the Board Chair to sign. Note that the agreement has a term of three (3) years at a cost of $4,977.60 per year (Option B).

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 Colusa County entered into a contract C18-109 to have 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 mobile phones in the vicinity of the county. On March 2, 2021, a contract C21-029 was executed to continue the capabilities to send mass notifications. 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

Prior Board Action: Approval of Contract C18-109, C21-029

Fiscal Impact/Funding Source

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

Once contract has been approved and signed, please email it to Jessica Gagne at jessica.gagne@motorolasolutions.com
Please include Kirill Obraztsov at DHHS in communication with the vendor.

ATTACHMENTS:

- Renewal - Q-35859 - Colusa County Health Human Services - 2023-11-06 160417 (DOCX)
- C21-029 1st Modification Rave Mobile Safety (PDF)
- C18-109 Rave Wireless, Inc dba Rave Mobile (PDF)

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

RENEWAL QUOTE

Date: November 6, 2023
Quote #Q-35859
Colusa County Health & Human Services
251 E Webster St
attn: Ted Mamoulelis
Colusa, California
95932 United States

Your Rave service contract is set to expire soon and requires your immediate attention.
Please Return a signed copy of this renewal quote today, and no later than **January 26, 2024** to continue to enjoy your Rave subscription and avoid any lapse in service.

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote by checking the respective checkbox.
2. Complete required billing Information section & sign in the designated signature block.
3. Return via email to: renewals@ravemobilesafety.com or fax: (917) 591-9105

GOOD

☐ OPTION A: 1-Year Renewal January 26, 2024 through January 25, 2025	
Annual Cost:	**$5,221.60**
Total Contract Value:	**$5,221.60**

BETTER

☒ OPTION B: 3-Year Renewal January 26, 2024 through January 25, 2027	
Annual Cost: **Fixed Price for 3 Years**	**$4,977.60**
Total Contract Value: *A savings of $1,854.12*	*$14,932.80*

BEST

☐ OPTION C: 5-Year Renewal January 26, 2024 through January 25, 2029	
Annual Cost: **Fixed Price for 5 Years**	**$4,880.00**
Total Contract Value: *A savings of $5,628.06*	*$24,400.00*

Rave Renewal Products
Rave Inbound Toll-Free Number for Messaging / Minutes
Premium SMS Messaging for Rave Alert for Public Safety
Rave Alert for Public Safety
CAP inbound/outbound API for Rave Alert for Public Safety

Renewal Quote does not include Sales Tax, if applicable.



Do all y

With a ***5-year renewal***, your costs will not increase during the contract period. That's over a ***20% savings!***

Attachment: Renewal - Q-35859 - Colusa County Health Human Services - 2023-11-06 160417 (9630 : 2nd Modification Rave Mobile Safety)

THIS IS NOT AN INVOICE

Attachment: Renewal - Q-35859 - Colusa County Health Human Services - 2023-11-06 160417 (9630 : 2nd Modification Rave Mobile Safety)

New! Optional Training Sessions

Are you interested in including a one-time online training engagement to your renewal? It is a great way to keep your staff current on all new and enhanced features of our products.

To purchase a Standard 4-hour online training session, please check this box (price is $1200 for US renewals) ☐
Please note: Training must be used within the 12-month period of your annual subscription

BILLING INFORMATION *(Required)*

*** Billing Contact:** Ted Mamoulelis

*** Billing Phone:** 530-458-0359

*** Billing Email:** Ted.Mamoulelis@countyofcolusa.com

PO # (if required):

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote.

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 submit a copy of your tax exemption form to rave-ar@ravemobilesafety.com

    - 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.

Please Note: Invoices for this order will be emailed upon receipt of signed renewal quote from rave-ar@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 ACCEPTANCE:

This Renewal Quote is governed by the Master License and Service Agreement found at https://www.getrave.com/terms-of-service/current.pdf and, by its signature hereto, Customer accepts that Agreement.

THIS IS NOT AN INVOICE

Please sign and date this Renewal Quote to indicate your acceptance of this proposal as an authorized representative of Customer.

QUOTE ACCEPTED BY

Authorized Signature:		**Date:**	
Name (Printed or Typed):		**Title:**	
2nd Authorized Signature (if required):		**Date:**	
Name (Printed or Typed):		**Title:**	

Attachment: Renewal - Q-35859 - Colusa County Health Human Services - 2023-11-06 160417 (9630 : 2nd Modification Rave Mobile Safety)

THIS IS NOT AN INVOICE

RAVE MOBILE SAFETY

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:	*$14,640.00*
(To be paid in the amount of $4,880.00 per year)	

☐ **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:	*$23,180.00*
(To be paid in the amount of $4,636.00 per year)	

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: C21-029 1st Modification Rave Mobile Safety (9630 : 2nd Modification Rave Mobile Safety)

THIS IS NOT AN INVOICE

Attachment: C21-029 1st Modification Rave Mobile Safety (9630 : 2nd Modification Rave Mobile Safety)

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: Gary Evans Date: 3/2/21

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

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

Name (Printed or Typed): _____ Title: _____

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors
By Patricia L. , Deputy

Rave Mobile Safety

DocuSigned by:
William C. Price 5/11/2021
11D6E012555240B
William C. Price CFO

Attachment: C21-029 1st Modification Rave Mobile Safety (9630 : 2nd Modification Rave Mobile Safety)

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 (9630 : 2nd Modification Rave Mobile Safety)

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 (9630 : 2nd Modification Rave Mobile Safety)

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 (9630 : 2nd Modification Rave Mobile Safety)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Approve the Revised Job Description for the Electronic Health Records Manager Classification and Salary Range Change from MGT12 ($4,988-$8,193) to MGT17 ($5,648-$9,272).**

Approve the Revised Job Description for the Electronic Health Records Manager Classification and Salary Range Change from MGT12 ($4,988-$8,193) to MGT17 ($5,648-$9,272).

Detailed Description/Background of request

In preparation for an upcoming recruitment for an Electronic Health Records Manager following a recent vacancy in the Behavioral Health Department, and to ensure that the duties are accurately reflected for the position, the department has reviewed the job description and is requesting corrections.

The proposed changes align with the duties, responsibilities and minimum qualifications required to effectively perform the duties. Changes include:

- Removing fiscal/contract duties the position does not perform.
- Deleting old/adding new terminology related to the current Electronic Health Record system.
- Updating the educational requirements to designate a Bachelor's degree as a preferred qualification.
- Added experience in SQL database report writing.
- Added experience in MediCal billing through an Electronic Health Record system.
- The current classification, established in 2009, includes supervisory duties; however, the minimum qualifications do not list previous supervisory experience as a requirement.

These modifications to educational requirement and experience warrant a salary increase. Further, due to the minimum wage increase effective January 1, 2024, the minimum salary requirement for exempt employees has increased. Exempt employees must earn no less than $66,560 to be in compliance. Accordingly, it is proposed to

increase the salary range from MGT12 ($4,988-$8,193 per month) to MGT17 ($5,648-$9,272), approximately a 12.5% increase. While the County aims to be within 5% of the market median salary for its comparable agencies, when the County's 9 comparable agencies were evaluated, it was discovered there is only one agency with a comparable classification. Therefore, we compared with similar classifications of 7 other agencies outside our comparables, this salary range places the salary for this classification within 5% of the market median.

Attached are the red-line and final versions of the revised job description.

The Colusa County Management Coalition was provided a copy of the proposed changes for comment and has concurred with the changes.

Prior Board Action
None.

Fiscal Impact/Funding Source
This position was budgeted at step 11. However, the fiscal impact is currently unknown and will depend on the step at which the incoming incumbent is hired. It is anticipated that this position will be filled by March 2024, representing at least two months of salary savings, given that the previous incumbent departed at the end of December 2023. These salary savings will help offset the required accrual payout. Lastly, it has been confirmed that the department has sufficient funds to accommodate this salary range increase.

Action for the Clerk
None.

ATTACHMENTS:

- EHR Manager 2.13.24 REDLINE (PDF)
- EHR Manager 2.13.24 FINAL (PDF)

COUNTY OF COLUSA

Established: 10/06/2009
Revised: 02/13/2024
Salary Range: MGT172
FLSA: Exempt

ELECTRONIC HEALTH RECORDS MANAGER

DEFINITION

This is a Behavioral ~~Mental~~ Health ~~Services Act (MHSA)~~ and Medical Billing Information Technology/Electronic Health Record (IT/EHR) position. ~~u~~Under administrative direction, plans, organizes, coordinates and directs the centralized information technology activities of the Colusa County Department of Behavioral Health (DBH) as it relates to the implementation and on-going functioning of information technology/electronic health records in compliance with the State requirements. ~~and AVATAR/NetSmart.~~

CLASS CHARACTERISTICS

This is a division management level classification responsible for day to day administration and management of the data entry, data collection, billing, revenue collections, A/R and electronic health records in compliance with the Department of Health Care Services for behavioral health~~State Departments for alcohol and drug and mental health~~. This classification requires creative ability, resourcefulness and discriminating judgment in the analysis and solution of complex problems, and the ability to make technical decisions on specialized matters and work~~ing~~ on ~~with~~ problem resolution ~~through the JPA~~. Work is reviewed in terms of fulfillment of goals, program effectiveness and soundness of judgment.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Deputy Director or designee.

Exercises direct supervision of data entry and medical billing staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES – *Important responsibilities and duties may include, but are not limited to, the following:*

Develops and implements the department EHR system within the agency philosophy, objectives, standards, policy and procedures and County guidelines and policies.

Coordinates the delivery of all data entered into the clinical practice management IT billing systems within guidelines and requirements of the State.

Recommends the selection of staff; plans, organizes, assigns, supervises, reviews and evaluates the work of -assigned staff.

Attachment: EHR Manager 2.13.24 REDLINE (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

Provides specialized programming for the development, report writing and coordination of the EHR system ~~JPA AVATAR NetSmart~~ reports.

Provides ~~AVATAR Practice Management computer technology and application~~ EHR system direction, training, and support for department staff.

Advises the Director and upper level management on key issues when they arise about the billing system and electronic health record.

Provides a high standard of service while planning for improved service delivery approaches based on new technology.

Plans, organizes, evaluates and prioritizes recommendations regarding the acquisition, installation and maintenance of department automated information system and EHR.

Coordinates with County IT staff for technical assistance in the selection, implementation, operation and maintenance of minicomputer and personal computer systems including installation, training, maintenance and support.

Provides leadership in the development and implementation of programs, policies and procedures relating to all phases of information technology services to the Department.

Responds to emergency hardware and software problems; troubleshoots problems and resolves if possible or contacts vendor staff.

~~Assists in preparing division budget, negotiates with contractors and contracts for the department.~~

Prepares and presents oral and written staff reports involving complex and technical analysis; and represents the Department at meetings as assigned.

Perform related duties and responsibilities as assigned.

QUALIFICATIONS

Knowledge of:

Principles and effective practices of management, including organization, administration, supervision and personnel.

Principles and practices of employee supervision, training and performance evaluation.

Principles, methods, techniques and design of government systems necessary to develop and evaluate program priorities, goals and objectives.

Principles of relevant, modern mainframe operating systems as well as client server network and personal computer based systems, intranet, internet and web technology and applications, principles of software programming.

Principles and techniques of production planning, scheduling and control requirements for an information technology department.

Principles of program planning and systems analysis and design.

~~Budgetary procedures as they pertain to operating departments.~~

~~Principles of public agency accounting and fiscal reporting within guidelines and requirements of the Department of Mental Health, MHSA and the Department of Alcohol and other Drugs.~~

~~Crystal reporting using Avatar Databases.~~
Knowledge of Medi-Cal and M~~edd~~eicare billing standards.

Microsoft SQL Server Management and report writing.

SQL writing program utilizing Microsoft Azure databases.

Ability to:

Plan, organize, coordinate and direct the operation of centralized information technology functions in an efficient and effective manner.

Plan, coordinate, and organize the operation of decentralized systems or a combination of centralized and decentralized operations.

Exercise initiative, ingenuity and sound judgment in solving difficult administrative, technical and personnel problems.

Evaluate information technology policies and program practices, define problem areas and develop and direct the implementation of policy decisions and practices to improve departmental operations and services.

Establish and maintain effective working relationships with public officials, staff, operating department personnel and others contacted in the course of work.

Interpret, analyze and apply complex policies, regulations and technical data and prepare clear and concise administrative and technical reports and present in written and/or oral form.

Plan, direct and coordinate the work of EHR personnel and MediCal billing staff ~~involved in County-wide computer services~~.

Deal tactfully, convincingly and effectively with department personnel, government officials, and the general public.

Analyze and interpret complex data; direct cost effectiveness studies and recommend alternatives.

Develop and update departmental long-range plans, rules, regulations and policies.

Safety practices related to the work.

Form and documentation design techniques.

Effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific objectives, plans and policies.

~~Extensive knowledge of Crystal Report SQL Writing program utilizing Avatar NetSmart Microsoft Azure databases.~~

Experience and Training Guideline

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

~~Equivalent to the completion of an Associate in business, computer science, or a related field from an accredited college or university.~~

Three years of progressively responsible professional experience providing information systems services to a multi-departmental organization, equivalent to Mental Health and/or Drug and Alcohol programs.

Three years of SQL database report writing.

Experience in MediCal billing through an Electronic Health Record system.

One year of supervisory experience.

Training

Equivalent to the completion of an Associate's degree in business, computer science, or a related field from an accredited college or university. A Bachelor's

Attachment: EHR Manager 2.13.24 REDLINE (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

degree in business, computer science, or a related field from an accredited college or university is preferred.

~~Three years of progressively responsible professional experience providing information systems services to a multi-departmental organization, equivalent to Mental Health and/or Drug and Alcohol programs; and eexperience in Avatar/NetSmart Practice Management MediCal billing through an and Electronic Health Record system, one year of supervisory experience, and three years of SQL database report writing.~~

License or Certificate

Requires possession of a valid California Drivers License.

Physical Requirements

Essential duties require the following physical skills and work requirements:

Requires the ability to maintain mental capacity which allows the capability of exercising sound judgment and rational thinking under varied circumstances; ability to see; ability to hear and communicate orally; exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as data entry or use of other office equipment or supplies; occasionally requires sufficient strength and coordination for lifting, pushing, pulling, and/or carrying the weight of computer equipment; dexterity to climb or crawl necessary to install cable in areas of close tolerance; ability to operate a motor vehicle; involves extensive VDT exposure.

Typical Working Conditions

Work is performed in an office environment; continuous contact with staff.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills. NOT ALL DUTIES ARE NECESSARILY PERFORMED BY EACH INCUMBENT.**

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: EHR Manager 2.13.24 REDLINE (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

COUNTY OF COLUSA

Established: 10/06/2009
Revised: 02/13/2024
Salary Range: MGT17
FLSA: Exempt

ELECTRONIC HEALTH RECORDS MANAGER

DEFINITION

This is a Behavioral Health and Medical Billing Information Technology/Electronic Health Record (IT/EHR) position. Under administrative direction, plans, organizes, coordinates and directs the centralized information technology activities of the Colusa County Department of Behavioral Health (DBH) as it relates to the implementation and on-going functioning of information technology/electronic health records in compliance with the State requirements.

CLASS CHARACTERISTICS

This is a division management level classification responsible for day to day administration and management of the data entry, data collection, billing, revenue collections, A/R and electronic health records in compliance with the Department of Health Care Services for behavioral health. This classification requires creative ability, resourcefulness and discriminating judgment in the analysis and solution of complex problems, and the ability to make technical decisions on specialized matters and work on problem resolution. Work is reviewed in terms of fulfillment of goals, program effectiveness and soundness of judgment.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Deputy Director or designee.

Exercises direct supervision of data entry and medical billing staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES – *Important responsibilities and duties may include, but are not limited to, the following:*

Develops and implements the department EHR system within the agency philosophy, objectives, standards, policy and procedures and County guidelines and policies.

Coordinates the delivery of all data entered into the clinical practice management IT billing systems within guidelines and requirements of the State.

Recommends the selection of staff; plans, organizes, assigns, supervises, reviews and evaluates the work of assigned staff.

Attachment: EHR Manager 2.13.24 FINAL (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

Attachment: EHR Manager 2.13.24 FINAL (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

Provides specialized programming for the development, report writing and coordination of the EHR system reports.

Provides EHR system direction, training, and support for department staff.

Advises the Director and upper level management on key issues when they arise about the billing system and electronic health record.

Provides a high standard of service while planning for improved service delivery approaches based on new technology.

Plans, organizes, evaluates and prioritizes recommendations regarding the acquisition, installation and maintenance of department automated information system and EHR.

Coordinates with County IT staff for technical assistance in the selection, implementation, operation and maintenance of minicomputer and personal computer systems including installation, training, maintenance and support.

Provides leadership in the development and implementation of programs, policies and procedures relating to all phases of information technology services to the Department.

Responds to emergency hardware and software problems; troubleshoots problems and resolves if possible or contacts vendor staff.

Prepares and presents oral and written staff reports involving complex and technical analysis; and represents the Department at meetings as assigned.

Perform related duties and responsibilities as assigned.

QUALIFICATIONS

Knowledge of:

Principles and effective practices of management, including organization, administration, supervision and personnel.

Principles and practices of employee supervision, training and performance evaluation.

Principles, methods, techniques and design of government systems necessary to develop and evaluate program priorities, goals and objectives.

Principles of relevant, modern mainframe operating systems as well as client server network and personal computer based systems, intranet, internet and web technology and applications, principles of software programming.

Principles and techniques of production planning, scheduling and control requirements for an information technology department.

Principles of program planning and systems analysis and design.

Knowledge of Medi-Cal and Medicare billing standards.

Microsoft SQL Server Management and report writing.

SQL writing program utilizing Microsoft Azure databases.

Ability to:

Plan, organize, coordinate and direct the operation of centralized information technology functions in an efficient and effective manner.

Plan, coordinate, and organize the operation of decentralized systems or a combination of centralized and decentralized operations.

Exercise initiative, ingenuity and sound judgment in solving difficult administrative, technical and personnel problems.

Evaluate information technology policies and program practices, define problem areas and develop and direct the implementation of policy decisions and practices to improve departmental operations and services.

Establish and maintain effective working relationships with public officials, staff, operating department personnel and others contacted in the course of work.

Interpret, analyze and apply complex policies, regulations and technical data and prepare clear and concise administrative and technical reports and present in written and/or oral form.

Plan, direct and coordinate the work of EHR personnel and Medical billing staff .

Deal tactfully, convincingly and effectively with department personnel, government officials, and the general public.

Analyze and interpret complex data; direct cost effectiveness studies and recommend alternatives.

Develop and update departmental long-range plans, rules, regulations and policies.

Safety practices related to the work.

Attachment: EHR Manager 2.13.24 FINAL (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

Form and documentation design techniques.

Effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific objectives, plans and policies.

Experience and Training Guideline

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Three years of progressively responsible professional experience providing information systems services to a multi-departmental organization, equivalent to Mental Health and/or Drug and Alcohol programs.

Three years of SQL database report writing.

Experience in MediCal billing through an Electronic Health Record system.

One year of supervisory experience.

Training

Equivalent to the completion of an Associate's degree in business, computer science, or a related field from an accredited college or university. A Bachelor's degree in business, computer science, or a related field from an accredited college or university is preferred.

License or Certificate

Requires possession of a valid California Drivers License.

Physical Requirements

Essential duties require the following physical skills and work requirements:

Requires the ability to maintain mental capacity which allows the capability of exercising sound judgment and rational thinking under varied circumstances; ability to see; ability to hear and communicate orally; exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as data entry

Attachment: EHR Manager 2.13.24 FINAL (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

or use of other office equipment or supplies; occasionally requires sufficient strength and coordination for lifting, pushing, pulling, and/or carrying the weight of computer equipment; dexterity to climb or crawl necessary to install cable in areas of close tolerance; ability to operate a motor vehicle; involves extensive VDT exposure.

Typical Working Conditions

Work is performed in an office environment; continuous contact with staff.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills. NOT ALL DUTIES ARE NECESSARILY PERFORMED BY EACH INCUMBENT.**

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: EHR Manager 2.13.24 FINAL (9589 : Revised Job Description & Salary Range Change for Electronic Health Records Manager)

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Reclassify one position of Fiscal Program Analyst, MSC31 ($4,469 to $7,335), to Fiscal Administrative Officer, MGT16 ($5,510 to $9,045), and amend Probation's Position Allocation Schedule to reflect the change.**

Reclassify one position of Fiscal Program Analyst, MSC31 ($4,469 to $7,335), to Fiscal Administrative Officer, MGT16 ($5,510 to $9,045), and amend Probation's Position Allocation Schedule to reflect the change.

Detailed Description/Background of request

Following a request from the Chief Probation Officer, the HR Department conducted a classification study for the position of Fiscal Program Analyst.

This position, in addition to handling all primary Fiscal Program Analyst duties, is the primary central point of contact for the Probation Department consisting of more than twenty (20) employees. The position also oversees the department's IT management, purchasing, and internal human resources-related responsibilities. Further, the position supervises four support positions and when there are vacancies, the Fiscal Program Analyst is required to understand the job standards and performance measures of those positions, and is expected to perform the tasks and responsibilities of those positions, until the vacancy is (or vacancies are) filled.

HR has ascertained the incumbent's current duties and position have evolved and expanded in responsibility and complexity, as the job scope has continued to change through the years, and has determined the incumbent is now performing the duties of a Fiscal Administrative Officer. As a result, a reclassification is necessary; the Probation Department concurs.

The Colusa County Employees' Association (CCEA) and Colusa County Management Coalition (CCMC) were given an opportunity to review and comment on the proposed reclassification.

Staff recommends approval of this request.

Prior Board Action

None.

Fiscal Impact/Funding Source
The Fiscal Program Analyst position is currently funded 35% by the Senate Bill 678 (SB678) program and 65% by the General Fund. The current Step 4 salary for Fiscal Admin Officer is $6,394 and the current Step 5 Fiscal Program Analyst salary is $5,450 resulting in an increase of $944 per month, which results in an overall increase of $11,328 per year not including PERS and FICA costs.

The estimated increase for current fiscal year is $5,190 (plus PERS and FICA costs) and that increase will be funded from SB678 with no Fiscal impact to General Fund.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

3.3

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Adopt Revised Job Class Table reflecting classification additions, cost-of-living adjustments, salary range adjustment and an increased hourly rate to comply with the 2024 minimum wage requirements.**

Adopt Revised Job Class Table reflecting classification additions, cost-of-living adjustments, salary range adjustment and an increased hourly rate to comply with the 2024 minimum wage requirements.

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following changes:

- 2.5% cost-of-living adjustment for the Colusa County Employees' Association Units (Miscellaneous, Professional and Confidential), effective October 1, 2023.
- 2.5% cost-of-living adjustment for the Colusa County Deputy Sheriffs' Association Units, effective October 1, 2023.
- 2.5% cost-of-living adjustment for the Colusa County Management Coalition, effective December 1, 2023.
- 2.5% cost-of-living adjustment for Unrepresented Employees, effective January 1, 2024.
- 4.0% cost-of-living adjustment for the Unrepresented Employee Department Heads, effective January 1, 2024.
- 4.0% cost-of-living adjustment for the Appointed Department Heads, effective January 1, 2024.
- Increased to the hourly rate for Extra Help to $16.00 per hour, effective January 1, 2024.
- Addition of Assistant County Administrative Officer classification at Salary Range MGT44 ($11,025 - $17,639), effective January 1, 2024.
- Addition of Deputy District Attorney IV classification at Salary Range PF60 ($8,349-$13,641), effective January 16, 2024.

- Addition of DHHS Budget Specialist at Salary Range PF31 ($4,514 - $7,404), effective January 30, 2024.
- Salary range adjustment for Electronic Health Records Manager from MGT12 ($4,988-$8,193) to MGT17 ($5,648-$9,272), effective February 13, 2024.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
None.

ATTACHMENTS:

- Job Class Approved Approved 021324(PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 02/1
Board Revision Date: 02/13/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
ACCOUNT CLERK II	MSC13	2,857	3,003	3,156	3,316	3,487	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,697	162.50
ACCOUNT CLERK III	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
ACCOUNTANT AUDITOR I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
ACCOUNTANT AUDITOR II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
ACCOUNTANT AUDITOR III	PF36	5,109	5,368	5,640	5,926	6,226	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,379	162.50
ACCOUNTANT I	PF26	3,988	4,191	4,404	4,627	4,862	5,109	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,542	162.50
ACCOUNTANT II	PF30	4,404	4,627	4,862	5,109	5,368	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,223	162.50
ACCOUNTING TECHNICIAN	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
ACCOUNTING TECHNICIAN	MSC42	3,810	4,006	4,209	4,424	4,650	4,887	5,010	5,136	5,265	5,397	5,532	5,671	5,813	5,959	6,261	173.33
AG BIO STND OFF I	PF56	4,147	4,357	4,580	4,812	5,056	5,313	5,447	5,584	5,724	5,868	6,015	6,166	6,321	6,480	6,808	173.33
AG BIO STND OFF II	PF57	4,580	4,812	5,056	5,313	5,583	5,867	6,014	6,166	6,321	6,480	6,642	6,809	6,980	7,155	7,515	173.33
AG BIO STND OFF III	PF58	5,056	5,313	5,583	5,867	6,166	6,477	6,640	6,808	6,979	7,154	7,333	7,517	7,705	7,898	8,298	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
AIR POL STANDARDS OFF I	PF55	3,755	3,947	4,147	4,357	4,580	4,812	4,933	5,057	5,184	5,314	5,447	5,584	5,724	5,868	6,167	173.33
AIR POL STANDARDS OFF II	PF56	4,147	4,357	4,580	4,812	5,056	5,313	5,447	5,584	5,724	5,868	6,015	6,166	6,321	6,480	6,808	173.33
AIR POL STANDARDS OFF III	PF57	4,580	4,812	5,056	5,313	5,583	5,867	6,014	6,166	6,321	6,480	6,642	6,809	6,980	7,155	7,515	173.33
ANIMAL CONTROL OFFICER	DSA16	3,383	3,556	3,738	3,928	4,128	4,337	4,446	4,557	4,671	4,788	4,908	5,031	5,157	5,286	5,555	173.33
APPRAISER I	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
APPRAISER II	PF27	4,088	4,296	4,514	4,743	4,984	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,706	162.50
APPRAISER III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
ASSESSOR/ DIRECT ASMT OFF	ELE14	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	162.50
ASSISTANT ASSESSOR	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
ASSISTANT PLANNER	PF33	4,743	4,984	5,237	5,502	5,781	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,780	162.50
ASSISTANT SHERIFF	MGS20	9,195	9,661	10,151	10,665	11,205	11,772	12,066	12,368	12,677	12,994	13,319	13,652	13,993	14,343	15,068	173.33
ASSOC CIVIL ENGINEER	PF48	6,874	7,223	7,590	7,975	8,379	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	11,271	173.33
ASSOCIATE PLANNER	PF36	5,109	5,368	5,640	5,926	6,226	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,379	162.50
ASST AG COMM/SEALER W & M	MGT52	7,719	8,112	8,525	8,958	9,411	9,889	10,138	10,392	10,652	10,920	11,193	11,474	11,761	12,056	12,660	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,419	7,797	8,193	8,608	9,045	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	12,169	162.50
ASST CHIEF PROB OFFR	MGS16	8,328	8,751	9,195	9,661	10,151	10,665	10,932	11,205	11,485	11,772	12,066	12,368	12,677	12,994	13,652	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,025	11,583	12,169	12,785	13,431	14,112	14,465	14,826	15,196	15,576	15,965	16,364	16,773	17,192	18,065	162.50
ASST DIR OF PUBLIC WORKS	MGT38	9,504	9,987	10,493	11,025	11,583	12,169	12,473	12,785	13,104	13,431	13,767	14,112	14,465	14,826	15,576	173.33
ASST ENGINEER	PF37	5,237	5,502	5,781	6,074	6,382	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,589	173.33
ASST TREAS-TAX COLLECTOR	MGT15	5,375	5,648	5,935	6,239	6,555	6,888	7,061	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,824	162.50
AUDITOR/APPRAISER I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
AUDITOR/APPRAISER II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
AUDITOR/CONTROLLER	ELE17	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	162.50
BH THERAPIST I	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
BH THERAPIST II	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
BH THERAPIST III	PF42	5,926	6,226	6,542	6,874	7,223	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,719	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,487	3,665	3,851	4,047	4,253	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,727	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
BOOKING CLERK	DSA15	3,299	3,468	3,645	3,832	4,027	4,231	4,337	4,446	4,557	4,671	4,788	4,908	5,031	5,157	5,419	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,790	6,085	6,395	6,720	7,061	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,045	9,504	162.50
BUILDING INSPECTOR I	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	162.50
BUILDING INSPECTOR II	MSC33	4,697	4,936	5,187	5,450	5,727	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,707	162.50
BUILDING INSPECTOR III	MSC37	5,187	5,450	5,727	6,018	6,324	6,644	6,810	6,981	7,156	7,335	7,519	7,707	7,900	8,098	8,509	162.50

Attachment: Job Class Approved Approved 021324 (9602 : Adopt Revised Job Class Table as Required

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 02/1
Board Revision Date: 02/13/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CASE MANAGER	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,738	3,928	4,128	4,337	4,557	4,788	4,908	5,031	5,157	5,286	5,419	5,555	5,694	5,837	6,133	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
CHIEF DEP CO CLRK-REC-REG	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
CHIEF DEPUTY DA	MGT35	8,824	9,272	9,742	10,237	10,756	11,301	11,583	11,872	12,169	12,473	12,785	13,104	13,431	13,767	14,465	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,513	6,839	7,182	7,542	7,925	8,328	8,537	8,751	8,970	9,195	9,425	9,661	9,903	10,151	10,665	162.50
CHIEF PROBATION OFFICER	DH51	10,256	10,770	11,309	11,875	12,471	13,095	13,423	13,760	14,104	14,458	14,820	15,192	15,572	15,962	16,761	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,419	7,797	8,193	8,608	9,045	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	12,169	162.50
CODE COMPLIANCE OFFICER	PF33	4,743	4,984	5,237	5,502	5,781	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,780	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
CORRECTIONAL CORPORAL	DSS20	4,717	4,956	5,207	5,473	5,751	6,043	6,194	6,349	6,508	6,672	6,839	7,010	7,187	7,367	7,741	173.33
CORRECTIONAL OFFICER	DSS17	4,378	4,601	4,835	5,080	5,339	5,610	5,751	5,895	6,043	6,194	6,349	6,508	6,672	6,839	7,187	173.33
COUNSELOR I	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50
COUNSELOR II	MSC28	4,149	4,360	4,582	4,815	5,060	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,810	162.50
COUNSELOR III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
COUNSELOR IV	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY CLERK/RECORDER	ELE12	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
CUSTODIAN	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
DA CHIEF INVESTIGATOR	MGS10	7,182	7,542	7,925	8,328	8,751	9,195	9,425	9,661	9,903	10,151	10,405	10,665	10,932	11,205	11,772	173.33
DA INVESTIGATOR I	DSS27	5,610	5,895	6,194	6,508	6,839	7,187	7,367	7,552	7,741	7,935	8,133	8,336	8,545	8,759	9,204	173.33
DA INVESTIGATOR II	DSS33	6,508	6,839	7,187	7,552	7,935	8,336	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,677	173.33
DEPARTMENT SECRETARY	MSC15	3,003	3,156	3,316	3,487	3,665	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,936	162.50
DEPT INF SYS COORDINATOR	PF43	6,074	6,382	6,706	7,046	7,404	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,962	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,056	5,313	5,583	5,867	6,166	6,477	6,640	6,808	6,979	7,154	7,333	7,517	7,705	7,898	8,298	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,453	5,731	6,023	6,331	6,654	6,992	7,168	7,348	7,532	7,721	7,915	8,113	8,317	8,525	8,958	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,720	7,061	7,419	7,797	8,193	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,493	11,025	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,238	7,606	7,993	8,398	8,824	9,272	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,872	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,193	8,608	9,045	9,504	9,987	10,493	10,756	11,025	11,301	11,583	11,872	12,169	12,473	12,785	13,431	162.50
DEPUTY DIRECTOR DHHS	MGT35	8,824	9,272	9,742	10,237	10,756	11,301	11,583	11,872	12,169	12,473	12,785	13,104	13,431	13,767	14,465	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,226	6,542	6,874	7,223	7,590	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	10,211	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	6,874	7,223	7,590	7,975	8,379	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	11,271	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,590	7,975	8,379	8,804	9,250	9,719	9,962	10,211	10,466	10,728	10,996	11,271	11,553	11,842	12,442	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,349	8,767	9,206	9,667	10,151	10,659	10,926	11,200	11,480	11,767	12,062	12,364	12,674	12,991	13,641	162.50
DEPUTY PROBATION OFFCR I	DSS15	4,166	4,378	4,601	4,835	5,080	5,339	5,473	5,610	5,751	5,895	6,043	6,194	6,349	6,508	6,839	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,601	4,835	5,080	5,339	5,610	5,895	6,043	6,194	6,349	6,508	6,672	6,839	7,010	7,187	7,552	162.50
DEPUTY SHERIFF	DSS29	5,895	6,194	6,508	6,839	7,187	7,552	7,741	7,935	8,133	8,336	8,545	8,759	8,978	9,204	9,672	173.33
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
DHHS BUDGET ANALYST	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
DHHS BUDGET SPECIALIST	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
DIR OF PUBLIC WORKS/AIRPORT OPR	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33

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County of Colusa
Monthly Job Class/Salary Schedule

Effective: 02/1
Board Revision Date: 02/13/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DIRECTOR BEHAVIORAL HLTH	DH42	10,602	11,139	11,705	12,298	12,920	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,541	17,379	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
DISPATCHER	DSA25	4,231	4,446	4,671	4,908	5,157	5,419	5,555	5,694	5,837	5,983	6,133	6,287	6,444	6,605	6,939	173.33
DISPATCHER SUPERVISOR	DSA30	4,788	5,031	5,286	5,555	5,837	6,133	6,287	6,444	6,605	6,770	6,939	7,113	7,291	7,474	7,853	173.33
DISPATCHER TRAINEE	DSA18	3,556	3,738	3,928	4,128	4,337	4,557	4,671	4,788	4,908	5,031	5,157	5,286	5,419	5,555	5,837	173.33
DISTRICT ATTORNEY	ELE20	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	162.50
ELECTRNC HLTH RECORDS COORD	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,648	5,935	6,239	6,555	6,888	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,608	8,824	9,272	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,487	3,665	3,851	4,047	4,253	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,727	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
EMERGENCY SERVICES TECH	DSA22	3,928	4,128	4,337	4,557	4,788	5,031	5,157	5,286	5,419	5,555	5,694	5,837	5,983	6,133	6,444	173.33
ENGINEER TECH TRAINEE	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
ENGINEER TECHNICIAN I	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	173.33
ENGINEER TECHNICIAN II	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	173.33
ENGINEER TECHNICIAN III	MSC34	4,815	5,060	5,317	5,587	5,871	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,900	173.33
ENV HEALTH MANAGER	MGT27	7,238	7,606	7,993	8,398	8,824	9,272	9,504	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,872	162.50
ENV HLTH SPECIALIST I	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
ENV HLTH SPECIALIST II	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
ENV HLTH SPECIALIST III	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
EQUIP MAINT SUPERVISOR	MSC35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	173.33
EQUIP MECHANIC	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 55.66/hour															162.50
FIELD RESEACH ASSOCIATE	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
FISCAL ADMIN OFFICER	MGT16	5,510	5,790	6,085	6,395	6,720	7,061	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,608	9,045	162.50
FISCAL ADMIN OFFICER	MGT51	5,875	6,175	6,492	6,821	7,168	7,531	7,721	7,915	8,113	8,317	8,525	8,739	8,958	9,182	9,648	173.33
FISCAL PROGRAM ANALYST	MSC31	4,469	4,697	4,936	5,187	5,450	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,335	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,640	5,926	6,226	6,542	6,874	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,250	162.50
HEALTH PROGRAM SPECIALIST I	PF26	3,988	4,191	4,404	4,627	4,862	5,109	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,542	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,404	4,627	4,862	5,109	5,368	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,223	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
HEAVY EQUIP MECHANIC	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	173.33
HUMAN RESOURCES ANALYST I	CNF35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,450	5,727	6,018	6,324	6,644	6,981	7,156	7,335	7,519	7,707	7,900	8,098	8,301	8,509	8,940	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	162.50
INFO SYSTEMS ANALYST	MSC35	4,936	5,187	5,450	5,727	6,018	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,707	8,098	162.50
IT TECHNICIAN	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
IT TECHNICIAN	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	173.33
LEAD CUSTODIAN	MSC12	2,787	2,929	3,079	3,235	3,399	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,582	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	173.33
LEGAL SPECIALIST I	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	162.50
LIBRARIAN	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
LIBRARY ASSISTANT I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50

Attachment: Job Class Approved Approved 021324 (9602 : Adopt Revised Job Class Table as Required

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 02/1
Board Revision Date: 02/13/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
LIBRARY ASSISTANT II	MSC12	2,787	2,929	3,079	3,235	3,399	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,582	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,486	4,713	4,952	5,204	5,470	5,748	5,892	6,040	6,191	6,346	6,505	6,668	6,835	7,007	7,363	162.50
LIEUTENANT	MGS10	7,182	7,542	7,925	8,328	8,751	9,195	9,425	9,661	9,903	10,151	10,405	10,665	10,932	11,205	11,772	173.33
LITERACY PROGRAM COORDINA	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	162.50
MEDICAL BILLING SPEC	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	162.50
MENTAL HEALTH SPECIALIST	PF28	4,191	4,404	4,627	4,862	5,109	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,874	162.50
MHSA COORD GRANT WRITER	PF29	4,296	4,514	4,743	4,984	5,237	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	7,046	162.50
MHSA FAMILY SPECIALIST	PF32	4,627	4,862	5,109	5,368	5,640	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,590	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
MIGRANT HSG CARE TAKER II	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,851	4,047	4,253	4,469	4,697	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,324	162.50
NURSING SUPERVISOR	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
OFFICE ASSISTANT I	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
OFFICE ASSISTANT I	MSC41	2,831	2,973	3,124	3,284	3,451	3,627	3,718	3,812	3,909	4,007	4,108	4,211	4,317	4,425	4,650	173.33
OFFICE ASSISTANT II	MSC13	2,857	3,003	3,156	3,316	3,487	3,665	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,697	162.50
OFFICE ASSISTANT II	MSC43	3,048	3,201	3,362	3,531	3,708	3,894	3,992	4,092	4,195	4,300	4,408	4,519	4,632	4,748	4,986	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	162.50
OFFICE MANAGER	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	162.50
OPERATIONS SUPERVISOR	MSC30	4,360	4,582	4,815	5,060	5,317	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,810	7,156	173.33
PARKS & REC ATTENDANT	MSC17	3,156	3,316	3,487	3,665	3,851	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,187	173.33
PARKS & REC LEADWORKER	MSC19	3,316	3,487	3,665	3,851	4,047	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,450	173.33
PAYROLL SPECIALIST	CNF32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	162.50
PEER SUPPORT SPECIALIST	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	162.50
PERMIT TECHNICIAN	MSC23	3,665	3,851	4,047	4,253	4,469	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	6,018	162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,395	6,720	7,061	7,419	7,797	8,193	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,493	162.50
PRINCIPAL PLANNER	MGT22	6,395	6,720	7,061	7,419	7,797	8,193	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,493	162.50
PROBATION ASSISTANT	DSS01	2,949	3,100	3,256	3,420	3,592	3,772	3,867	3,964	4,064	4,166	4,271	4,378	4,488	4,601	4,835	162.50
PROGRAM MANAGER I	MGT23	6,555	6,888	7,238	7,606	7,993	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,756	162.50
PROGRAM MANAGER II	MGT29	7,606	7,993	8,398	8,824	9,272	9,742	9,987	10,237	10,493	10,756	11,025	11,301	11,583	11,872	12,473	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	162.50
PUBLIC HEALTH NURSE I	PF41	5,781	6,074	6,382	6,706	7,046	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,024	9,481	162.50
PUBLIC HEALTH NURSE II	PF45	6,382	6,706	7,046	7,404	7,780	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	9,962	10,466	162.50
PUBLIC HEALTH NURSE III	PF49	7,046	7,404	7,780	8,174	8,589	9,024	9,250	9,481	9,719	9,962	10,211	10,466	10,728	10,996	11,553	162.50
PUBLIC WORKS LABORER	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	173.33
PUBLIC WORKS SUPERINTENDENT	MGT16	5,510	5,790	6,085	6,395	6,720	7,061	7,238	7,419	7,606	7,797	7,993	8,193	8,398	8,608	9,045	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,582	4,815	5,060	5,317	5,587	5,871	6,018	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,519	173.33
PURCHASING COORDINATOR	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	162.50
PURCHASING TECHNICIAN	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
QA COORDINATOR I	PF44	6,226	6,542	6,874	7,223	7,590	7,975	8,174	8,379	8,589	8,804	9,024	9,250	9,481	9,719	10,211	162.50
QA COORDINATOR II	PF46	6,542	6,874	7,223	7,590	7,975	8,379	8,589	8,804	9,024	9,250	9,481	9,719	9,962	10,211	10,728	162.50
REGISTERED NURSE	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
ROAD MAINT LEADWORKER	MSC29	4,253	4,469	4,697	4,936	5,187	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,482	6,644	6,981	173.33
ROAD MAINT WORKER I	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	173.33
ROAD MAINT WORKER II	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
ROAD MAINT WORKER III	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
ROAD MAINT WORKER IV	MSC26	3,948	4,149	4,360	4,582	4,815	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,482	173.33
ROAD MAINT WORKER TRAINEE	MSC10	2,654	2,787	2,929	3,079	3,235	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,149	4,360	173.33
SAFETY OFFICER-ASST RISK MGR	PFA36	5,077	5,336	5,607	5,892	6,191	6,505	6,668	6,835	7,007	7,183	7,363	7,549	7,738	7,932	8,333	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,237	10,756	11,301	11,872	12,473	13,104	13,431	13,767	14,112	14,465	14,826	15,196	15,576	15,965	16,773	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,815	5,060	5,317	5,587	5,871	6,169	6,324	6,482	6,644	6,810	6,981	7,156	7,335	7,519	7,900	162.50

Attachment: Job Class Approved Approved 021324 (9602 : Adopt Revised Job Class Table as Required

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 02/1
Board Revision Date: 02/13/24

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SERGEANT	DSS33	6,508	6,839	7,187	7,552	7,935	8,336	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,677	173.33
SHERIFF/CORONER	ELE19	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	173.33
SHERIFF'S RECORDS CLERK	DSA11	2,987	3,139	3,299	3,468	3,645	3,832	3,928	4,027	4,128	4,231	4,337	4,446	4,557	4,671	4,908	173.33
SHERIFFS' TECHNICIAN	DSA22	3,928	4,128	4,337	4,557	4,788	5,031	5,157	5,286	5,419	5,555	5,694	5,837	5,983	6,133	6,444	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,399	3,575	3,757	3,948	4,149	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,587	162.50
SOCIAL WORKER I	PF23	3,702	3,890	4,088	4,296	4,514	4,743	4,862	4,984	5,109	5,237	5,368	5,502	5,640	5,781	6,074	162.50
SOCIAL WORKER II	PF27	4,088	4,296	4,514	4,743	4,984	5,237	5,368	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,706	162.50
SOCIAL WORKER III	PF31	4,514	4,743	4,984	5,237	5,502	5,781	5,926	6,074	6,226	6,382	6,542	6,706	6,874	7,046	7,404	162.50
SOCIAL WORKER IV	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
SOCIAL WORKER SUP I	PF37	5,237	5,502	5,781	6,074	6,382	6,706	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,589	162.50
SOCIAL WORKER SUP II	PF40	5,640	5,926	6,226	6,542	6,874	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,589	8,804	9,250	162.50
STAFF SERVICES ANALYST I	PF29	4,296	4,514	4,743	4,984	5,237	5,502	5,640	5,781	5,926	6,074	6,226	6,382	6,542	6,706	7,046	162.50
STAFF SERVICES ANALYST II	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	162.50
STAFF SERVICES MANAGER	MGT23	6,555	6,888	7,238	7,606	7,993	8,398	8,608	8,824	9,045	9,272	9,504	9,742	9,987	10,237	10,756	162.50
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
SUPERVISING PROBATION OFFICER	DSS25	5,339	5,610	5,895	6,194	6,508	6,839	7,010	7,187	7,367	7,552	7,741	7,935	8,133	8,336	8,759	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,047	4,253	4,469	4,697	4,936	5,187	5,317	5,450	5,587	5,727	5,871	6,018	6,169	6,324	6,644	162.50
TIME-MATERIAL & SFTY ASST	MSC24	3,757	3,948	4,149	4,360	4,582	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,727	5,871	6,169	173.33
TRAFFIC CONT TECH I	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	173.33
TRAFFIC CONT TECH II	MSC22	3,575	3,757	3,948	4,149	4,360	4,582	4,697	4,815	4,936	5,060	5,187	5,317	5,450	5,587	5,871	173.33
TRANSIT DRIVER	MSC16	3,079	3,235	3,399	3,575	3,757	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,697	4,815	5,060	173.33
TRANSIT MANAGER	MGT10	4,750	4,988	5,242	5,510	5,790	6,085	6,239	6,395	6,555	6,720	6,888	7,061	7,238	7,419	7,797	173.33
TREAS/TAX COLL-PUB GUARD	ELE12	6,672	7,010	7,367	7,741	8,133	8,545	8,759	8,978	9,204	9,436	9,672	9,914	10,162	10,417	10,944	162.50
VICTIM WITNESS ADV I LT	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50
VICTIM WITNESS ADV II LT	MSC18	3,235	3,399	3,575	3,757	3,948	4,149	4,253	4,360	4,469	4,582	4,697	4,815	4,936	5,060	5,317	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,862	5,109	5,368	5,640	5,926	6,226	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,975	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,368	5,640	5,926	6,226	6,542	6,874	7,046	7,223	7,404	7,590	7,780	7,975	8,174	8,379	8,804	162.50
VOCATIONAL ASSISTANT	MSC09	2,588	2,718	2,857	3,003	3,156	3,316	3,399	3,487	3,575	3,665	3,757	3,851	3,948	4,047	4,253	162.50
WATER SYSTEMS OPERATOR	PF35	4,984	5,237	5,502	5,781	6,074	6,382	6,542	6,706	6,874	7,046	7,223	7,404	7,590	7,780	8,174	173.33
WORK CREW SUPERVISOR	MSC14	2,929	3,079	3,235	3,399	3,575	3,757	3,851	3,948	4,047	4,149	4,253	4,360	4,469	4,582	4,815	162.50

TABLE UPDATES

01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved Approved 021324 (9602 : Adopt Revised Job Class Table as Required

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Review, consider, and potential action in response to Colusa County Partnership's request for $5,000 to partially meet a $10,000 grant funding match for their 2024 USDA Rural Business Development Grant Application.

Review, consider, and potential action in response to Colusa County Partnership's request for $5,000 to partially meet a $10,000 grant funding match for their 2024 USDA Rural Business Development Grant Application. Furthermore if approved, authorize the Community Development Director to submit a letter of support to the USDA.

Detailed Description/Background of Request

Andy Lucas (Partner, Community Development Services or CDS) on behalf of the Colusa County Partnership (CCP) has requested that Colusa County provide $5,000 to partially meet a $10,000 grant-funding match for a pending CCP's USDA Rural Business Development Grant (RBDG) application. Please see Attachment #1 for the funding request. The Colusa City Council approved the $2,500 funding request at its meeting on February 6, 2024. As of the writing of the staff report, the $2,500 funding match request to the City of William has not been considered.

Colusa County Partnership (CCP) is a non-profit, public benefit corporation formed in August, 2000. The CCP contracts with an economic development consulting and loan management firm to oversee their business loan programs and to provide technical assistance to the business community of Colusa County.

The CCP's 2024 RBDG application is to provide no cost technical assistance to Colusa County business to support job creation and retention. All businesses in Colusa County, eligible for Federal assistance through the RBDG program, can be served. CCP would not perform services directly under the program but would contract with CDS to provide project and program implementations services. CDS is an economic development firm that has been providing loan services, business assistance, grant management, and related services in Lake County and serving much of rural Northern California since 1990.

Within the request (Attachment #1) is a general overview of the services that have been provided by CCP over the years. County staff requested additional detail on the

number of businesses and their locations be provided to better understand where the demand for the services is located. Below is an overview of the loans provided per jurisdiction:

County Business Loans = 19 (IRP Loans 17 and RMAP Loans 2)
City of Colusa Business Loans = 8 (IRP Loans 6 and RMAP Loans 3)
City of Williams Business Loans = 2 (IRP Loans 2 and RMAP Loans 0)

IRP Loans = USDA Intermediary Relending Program (IRP)
RMAP Loans = USDA Rural Microenterprise Assistance Program (RMAP)

Currently, the CCP does not have funding to provide in depth no-cost technical assistance to businesses anywhere in the County; which would be alleviated if the 2024 RBDG grant application is awarded.

Should the Board approve the $5,000 grant match request, CDS has agreed that approximately 50% of the grant funds would be used to support businesses located in the unincorporated areas of the County. While supporting businesses throughout the County is important, the Board may recall that it allocated $796,769 from the County's share of the Coronavirus Relief Fund (CRF) to fund a Small Business Grant Program. In total, the County awarded 86 grants to 55 businesses throughout the County. The vast majority of these funds (86%) were spent to support businesses in the cities of William (16%) and Colusa (70%). Since the request to the Board is to fund 50% of the grant match, staff believes that it is appropriate that a more similar percentage of the funds be spent supporting businesses in the unincorporated County than that occurred in the CRF Small Business Grant Program where only 14% of the funds were used by businesses located in the County.

CDS has also agreed that at the conclusion the grant, that a presentation will be given to the Board by CCP/CDS detailing the specifics of how the grant funds were used to support which businesses and what services were provided.

Prior Board Action

In 2019, a similar request for $2,500 was made to the Board of Supervisors. However, because at the time of the Board's review information on whether the cities of Williams and Colusa would provide their requested match was not known the item was table. No further action subsequently took place.

Fiscal Impact/Funding Source

The $5,000 would come from the County's General Fund.

Action for the Clerk

ATTACHMENTS:

- Attachment #1 Request for USDA Development Grant Funding Match (PDF)
- Draft Letter of RBDG Application Support Letter (DOCX)

Attachment #1

Community Development Services
3895 Main Street, Kelseyville CA 95451
707-279-1540

Memo

To: Greg Plucker, Colusa County Community Development Director
From: Andy Lucas, Partner, Community Development Services on behalf of the Colusa County Partnership
Regarding: Colusa County Partnership Request for USDA Rural Business Development Grant (RBDG) application local contribution
Date: January 29, 2024

Background

Established as Community Development/Community Based Corporation Nonprofit 501 c 4 in 2000, the Colusa County Partnership (CCP) is governed by a seven member Board of Directors representing the County of Colusa, City of Colusa, City of Williams, Colusa County One-Stop (workforce), and private sector. The CCP Executive Director is Lora Ceccon and CCP offices are located at 146 Market Street Colusa.

The CCP was Formed to implement the Colusa County Strategic Action Plan with a mission to provide resources to Colusa County businesses, including those located within incorporated cities, to enhance their ability to startup and expand with the goal of creating and/or retaining jobs in Colusa County. The CCP will apply to the United States Department of Agriculture (USDA) Rural Business Development Grant Program (RBDG) by February 28, 2024. If awarded, this grant will fund in depth technical assistance to businesses throughout Colusa County. In depth technical assistance to businesses includes assisting business owners with the development of business and marketing plans, cash flow analysis, business management, preparations to access business financing, workforce development, all in support of job creation and retention.

The proposed RBDG project coordinates with the Colusa County General Plan - ECONOMIC DEVELOPMENT ELEMENT which states; Policy ED 1---16: Support the efforts of the Chamber of Commerce, merchant associations; other organizations to promote a strong business base through joint business attraction and retention efforts that include marketing and outreach, technical assistance to businesses, and workforce development and training.

Over $400,000 in technical assistance has been provided to businesses throughout Colusa County since 2019 through RBDG grants awarded to CCP. Technical assistance is provided at no cost to businesses.

CCP was not awarded 2023-2024 RBDG funds due to lack of local contribution, over subscription and inadequate USDA funding levels. RBDG application points are awarded if local contribution is included in the application.

Attachment: Attachment #1 Request for USDA Development Grant Funding Match (9624 : Colusa County Partnership USDA Grant Matching

Attachment #1

In addition to providing in depth technical assistance, The CCP operates two business loan programs designed to reduce barriers to accessing capital for rural, minority and women owned, startup and otherwise underserved business owners. Below are quick facts relative to each loan program.

USDA Intermediary Relending Program (IRP)

- CCP receives loans from USDA Rural Development and relends to local businesses.
- CCP is responsible to pay back the loan at 1% interest.
- Loans to Businesses (up to $150,000)
- Loan structure based on business' debt service capacity.
- Public benefit program meant to support job creation and retention and reduce barriers to capital for underserved entrepreneurs.
- Total Loans Funded = $2,670,200
- Jobs Created= 44
- Jobs Retained= 95

USDA Rural Microenterprise Assistance Program (RMAP)

- CCP receives loans from USDA Rural Development and relends to local businesses.
- CCP is responsible to pay back the loan at 1% interest.
- Loans to Businesses up to $50,000
- Loan structure based on business' debt service capacity.
- Public benefit program meant to support job creation and retention and reduce barriers to capital for underserved entrepreneurs.
- Total Loans Funded = $216,000
- Jobs Created= 2
- Jobs Retained= 12

"In the past two years, S&B Ranch/Black Shire Almonds has had exciting growth and sales. This has been primarily due to the business assistance of the Colusa County Partnership. Without the support of the CCP, we would have been unable to achieve our goals of roasting and flavoring our own home grown almonds to share them with our customers. They continue to be a valuable resource to us and the Colusa County business community. "

---Joe Bratka and Dan Slauson, S&B Ranch/Black Shire Almonds

Attachment: Attachment #1 Request for USDA Development Grant Funding Match (9624 : Colusa County Partnership USDA Grant Matching

Attachment #1

Request

The CCP requests $5,000 in cash or in-kind local match for the 2024 RBDG application to provide no cost technical assistance to Colusa County business; and guidance from the County of Colusa to refine the scope of services in the 2024 RBDG application to better meet the needs of businesses located in the unincorporated areas of Colusa County.

Please see the 2024 CCP USDA RBDG Application Proposed Cost Share and Project Timeline table below for more information.

Description	**Amount**
2024 USDA RBDG application federal share request	$65,000
2024 USDA RBDG application City of Colusa local share request	$2,500 -Approved by City Council
2024 USDA RBDG application City of Williams local share request	$2,500
2024 USDA RBDG application County of Colusa local share request	$5,000
Total Project	$75,000
Project Duration	12 months August 2024-July 2025

Attachment: Attachment #1 Request for USDA Development Grant Funding Match (9624 : Colusa County Partnership USDA Grant Matching

COUNTY OF COLUSA

COMMUNITY DEVELOPMENT DEPARTMENT

1213 Market Street
Colusa, California 95932
TELEPHONE (530) 458-0480 FAX (530) 458-0482

February 27, 2024

Maria Gallegos Herrera
State Director
USDA Rural Development
430 G Street, #4169
Davis, CA 95616-4169

RE: Colusa County Partnership RBDG Application
Colusa County Board of Supervisors Grant Match

Dear Mrs. Gallegos Herrera,

The purpose of this letter is to confirm that the Colusa County Board of Supervisors supports the Rural Business Development Grant (RBDG) application from the Colusa County Partnership (CCP) to the United States Department of Agriculture (USDA). The purpose of the grant is to fund technical assistance to small businesses throughout Colusa County.

The Board of Supervisors has agreed to contribute $5,000 to the CCP to be used as part of the local grant match for this application to provide these much-needed services if the grant is awarded. We appreciate your anticipated support and funding from the USDA to help County's businesses with technical assistance and financing.

Thank you,

Greg Plucker,
Community Development Director

Attachment: Draft Letter of RBDG Application Support Letter (9624 : Colusa County Partnership USDA Grant Matching Funds Request)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB-011 (4/5 vote required)

Approve FY 23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB-011.
(4/5 vote required)

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions on.
See Budget Adjustment ledger below for summary details or the IB-011 form attached for full details.

Inter-Budget Ledger - FY2023/24					
Department	**Fund**	**Object**	**Dept**	**Amount**	
Library	001	47971	921	18,000.00	IB-011
Library	001	53260	921	18,000.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment form.

Action for the Clerk

None

ATTACHMENTS:

- IB-011 (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Library-921

Submitted By: Deedra Taylor

Digitally signed by Deedra Taylor
DN: OU=921, O=Library, CN=Deedra Taylor, E=dtaylor@countyofcolusa.com
Reason: I am the author of this document
Location: your signing location here
Date: 2024-01-22 11:29:27
Foxit PhantomPDF Version: 9.7.5

Explanation: To increase utility reimbursements (47971) for payments being received from CCOE and allocating to 53230-Utilities to cover the additional utility costs.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	47971	921	Utility Reimbursement	$ 20,008.00	$ 38,008.00	$ 18,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 18,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53260	921	Utilities	$ 37,981.00	55981	$ 18,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 18,000.00

Fiscal Year: 2023-24

Board Date: 2/12/2024 INT #9608

Inter-Budget Log #: IB- 011

OpenGov Amendment #:

Attachment: IB-011 (9608 : FY23/24 Inter-Budget Request)

COUNTY OF COLUSA, CA

5.2

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA 8.2

Request For County Board of Supervisors Action

MEETING DATE:	**February 13, 2024**
DEPARTMENT:	**County Counsel**
FROM:	**Richard Stout**
SUBJECT:	**EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Friends of the River Center for Biological Diversity, et.al. v. Sites Project Authority, et. al. Yolo County Superior Court Case CV2023-2626

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA 8.3

Request For County Board of Supervisors Action

MEETING DATE: February 13, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: LIABILITY CLAIM California Government Code section 54956.95. Claimants: Ryan Alan Dearman Agency claimed against: Colusa County

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Ryan Alan Dearman
Agency claimed against: Colusa County

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

ATTACHMENTS:
- 02-01-24 Ryan Dearman (PDF)

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED
FEB 01 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

Clerk of the Board of Supervisors
547 Market Street, Ste. 102
Colusa, CA 95932

CLAIMANT:
Name: Ryan Alan Dearman
Address: po box 986
Arbuckle CA 95912
(530)393-2971
dearmanryan6@gmail.com

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:
County of Colusa
Colusa County Sheriff Dept.
Colusa County Deputy Dylan, Jone

Home Phone Number:

Work Phone Number:

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above:
   po box 986 Arbuckle CA 95912

2. Date, time, and location of occurrence or transaction which gives rise to this claim:

   Date: on or about 08/05/2023 Time: 11:00 am

   Location: hahn rd and lonestar

3. Detailed description of injury and/or damage:
   Financial burden of fighting a ticket negative impact on driving record and insurance premium. stress and inconvienience of and forced to attend court hearing, damage to reputation, being falsey acussed has caused emmotional distress and loss of trust in law inforcement

4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:

5. Name or names of any employee of the County you believe caused the injury, damage or loss:
   colusa county sheriff, colusa county deputy jones dylan

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:

Attachment: 02-01-24 Ryan Dearman (9636 : Closed session - liability claim)

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

having ben issued a ticket in bad faith is a violation of the fourth amendment free from unreasonable search and seizur further it violates the right to due process and equal protection under the law. deputy actions where harmful in targeting me and discrimination due to fact ticket was issued without a valid reason and undermining juctice as the main goal constitutes an abuse of power

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1) dylan jones

(2) colusa superior court docket

(3) Ryan Alan Dearman

9. Public Agency contacted (Law Enforcement. Governmental etc.):

N/A

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

OVER LIMITED CIVIL LIMIT

11. Any additional information that might be helpful in considering claim:

These actions have caused me to loose trust in local law enforcement and has greatly negativly impacted my life.

WARNING

IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!

(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 23 DAY OF January 2024 AT 9:00 Am

Ryan Alan Dearman

CLAIMANTS SIGNATURE

Attachment: 02-01-24 Ryan Dearman (9636 : Closed session - liability claim)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 13, 2024**

DEPARTMENT: **Community Development Department**

FROM: **Greg Plucker**

SUBJECT: **1:30 p.m. Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.**

Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

Background of the Request

The item before the Board of Supervisors is an appeal of the Planning Commission's denial of a Use Permit application to construct a commercial solar project. The Use Permit, as well as the environmental documents, were denied by the County Planning Commission on the grounds that the project was not consistent with the General Plan.

As the Board will recall, the hearing was indefinitely continued from the Board's December 5, 2023 meeting in order to allow the Fair Political Practice Commission (FPPC) to review the potential conflict of interest with then Board Chair Boes given his service to the Williams Fire Authority. At the time of the hearing, the FPPC had not yet responded on the County Counsel's November 10, 2023 conflict determination request (Attachment #21). At the December 5, 2023 meeting, the County Counsel also discussed his November 29, 2023 memorandum to the Board which summarized his phone conversation with an FPPC attorney. At issue was that during the conversation the FPPC attorney raised the possibility that the entire Board could have a conflict depending on the FPPC's determination with respect to Supervisor Boes's potential conflict. As a result, the appeal hearing was indefinitely continued until such time as the FPPC issued its written determination. At that time, it was anticipated that the determination would take another 30 to 60 days.

Shortly after the December 5th meeting, the FPPC completed its review. Attachment

#22 is the FPPC determination dated December 8, 2023. The determination is that Chairman Boes has a financial interest in the project's decision due to his role as a volunteer firefighter and captain with the Williams Fire Authority. However, the FPPC determined that as long as Supervisor Boes discloses his interest and it is noted in the Board of Supervisors' s official record, the rest of Board of Supervisors is not prohibited from considering the appeal. The FPPC also detailed that Supervisor Boes could resolve his conflict by resigning from the Fire Authority.

Subsequent to receiving the FPPC's December 8, 2023 determination, County staff received a copy of a letter from the law firm of Nelson and Clark to the FPPC dated December 19, 2023 detailing their position that Supervisor Boes has a conflict with participating in the Janus appeal hearing (Attachment #23).

Project Overview

Janus Solar PV, LLC (Applicant) applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure. The project proposed to generate and store up to 80 megawatts of electricity on approximately 768 acres of a 1,024-acre site. The proposed battery energy storage system (BESS) would extend the period of time each day that the project could contribute the PV-generated energy to the electrical grid. The project would connect to the existing Cortina Substation, which is owned and operated by Pacific Gas and Electric Company (PG&E), approximately 4 miles northeast of the project site by aboveground electrical lines.

The subject property is also subject to Williamson Act contracts which restrict the use of the property to agricultural uses and certain defined compatible uses. In addition to the Use Permit application, the applicants have also submitted a request to the Board of Supervisors for consideration of canceling the property's Williamson Act contracts. Contingent upon Use Permit approval, the Board would subsequently consider this request. During this review, the Board would consider whether the Williamson Act contracts should be cancelled, whether the project is compatible with the County's Williamson Act program, or any other possible option under State law and the County's local Williamson Act program to permit a solar project on Williamson Act contracted lands.

Staff Report Configuration

In this appeal hearing, the Board of Supervisors will consider the totality of the public record for the project. That record is quite large, nearly 2,900 pages. To avoid the difficulties of producing and distributing a 2,900 page report, only certain attachments will be attached directly to this staff report as follows:

- Attachment #1: Letters of Appeal;
- Attachment #2: September 6, 2023, Planning Commission Resolution Denying FEIR, MMRP, and Use Permit and Staff Report;

- Attachment #13: September 28, 2023 Williams Fire Authority Letter of Mitigation Acceptance;
- Attachment #14: October 1, 2023 Maxwell Park and Recreation District Letter of Support;
- Attachment #15: October 10, 2023 Beth Ferrini Katsaris Comment Letter;
- Attachment #16: October 24, 2023 Clark and Nelson Comment Letter;
- Attachment #17 2023 10 26 Favero Ranch;
- Attachment #18 2023 11 06 Lucero Weber - 16 Letters In Support Janus Solar;
- Attachment #19 2023 11 06 Pam DaGrossa Support Letter;
- Attachment #20 2023 11 07 Garrett Colli Request for Continuance;
- Attachment #21 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict;
- Attachment #22 2023 12 08 FPPC Response to Potential Conflict Determination Request:
- Attachment #23 2023 12 19 Clark Nelson Letter to the FPPC;
- Attachment #24 2023 April Department of Conservation Williamson Act and Solar Power Guide; and
- Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829).

This information represents the Planning Commission's formal denial, the appeal letters, and correspondence received after the Planning Commission's adoption of the denial resolution.

In order to ensure complete access to the project's public record, staff has created two additional attachments to this staff report that provides the direct webpage links to all of the attachments representing the public record. The first is Attachments #3 -#12 which provides webpage links to these attachments. The second is an attachment entitled "***Janus Solar Electronic Files (Staff Report Referenced Documents and Attachments)"*** which provides webpage links to all of the attachments. For those members of the public that do not have internet access (or limited access), a complete hard copy of this staff report, with attachments, is available for review at the Board Clerk's Office.

APN:

018-050-005-000, 018-050-006-000, and 018-050-013-000

Location:

The project site is located approximately 6.5 miles west/southwest from the City of Williams. Access to the site is provided by Spring Valley Road and is approximately 1.64 miles to the south of the Spring Valley Road/Walnut Drive street intersection. Please refer to Figure 2-1 (Project Location) of the Draft Environmental Impact Report (DEIR) for the specific location (Page 2-2, Attachment #6).

California Environmental Quality Act (CEQA) Overview:

Pursuant to the California Environmental Quality Act (CEQA), when a discretionary project (such as the subject Use Permit) is submitted to the County for approval, the County acting as the Lead Agency must determine the appropriate level of environmental review. When staff reviewed the proposed application, staff determined that given the size and scope of the project that it was reasonable to determine that the project could have potential significant effects upon the environment. As such, the Colusa County Community Development Department, as the CEQA Lead Agency, caused an Environmental Impact Report (EIR) (State Clearinghouse No. 2020070577) to be prepared in order to analyze the potential direct, indirect, and cumulative impacts of the proposed project.

An EIR is primarily an informational document intended to inform the public agency decision-makers (Planning Commission and Board of Supervisors), other responsible agencies, and the general public of the potentially significant effects of a proposed project. An EIR is prepared in two key stages. First, a Draft EIR (DEIR) is prepared and distributed for public and agency review. Once comments on the DEIR are received, responses to those comments and any additional relevant project information are prepared and compiled in a Final EIR (FEIR). Both of these documents (i.e., the DEIR and the FEIR), along with any related technical appendices and all public testimony, represent the complete record of the EIR.

Additional information on the CEQA process can be found in the CEQA Overview Section of the Planning Commission's March 1, 2023 Staff Report (Attachment #11, Packet Pages 10-12).

Detailed Project and Site Description:

The DEIR (Attachment #6, Section 2.1 through Section 2.4, Pages 2-1 - 2-20) contains a detailed description of the proposed project. In general, the project consists of three major components: a solar energy generating facility, an energy storage system, and the generation tie-line. A general overview of each component is as follows:

Solar Energy Generating Component

The solar energy generating component would consist of PV solar modules (also known as panels) arranged into arrays supported by a racking system and tracker units that track the sun. Each tracking assembly would consist of steel posts on which the frames for the PV modules rest. Each tracker would hold PV modules mounted on this metal framework structure and range between 6 and 13 feet above grade, depending on the topography. The trackers are organized in rows in a uniform grid pattern or solar array and the project would include approximately 196,000 solar PV modules in multiple solar arrays interconnected to form a utility-scale PV system. The PV modules themselves would be dark blue or black in color, with anti-reflection coating to minimize light reflection.

The project would include a substation (approximately 3 acres) anticipated to be located in the northwest portion of the project site. The substation would include a step-up transformer to increase the output voltage from the module blocks (34.5 kV) to the voltage of the 60- kV gen-tie line, protective relay and metering equipment, utility and customer revenue metering, lightening arrestor, disconnect, circuit breaker and a station service transformer that would provide power to the substation and its weatherproof control house. An emergency generator for use in the event that the regional transmission system fails also would be at this substation; this emergency generator would provide emergency power until the regional transmission system restores operations.

Energy Storage System

The battery energy storage system (BESS) is expected to be located adjacent to the project's substation. Batteries would be contained within metal enclosures measuring approximately 20 to 60 feet long, 8 to 12 feet wide, and 8 to 12 feet in height and situated on concrete pads. The maximum combined footprint for the BESS would be approximately 3 to 5 acres. Key components of the BESS include batteries and battery storage system enclosures and controllers, converters, inverters, and transformers.

Each BESS container would contain a safety system that would be triggered automatically when the system senses imminent fire danger. The fire safety system inside each enclosure would shut down the unit if any hazard indicators are detected. If the safety system detects a potential issue as detected by the smoke and temperature sensors, the batteries would be automatically de-energized by opening the electrical contacts, and HVAC units and fans would be shut off.

Generation Tie-Line

Energy produced from the solar arrays would be collected at the project's substation and transmitted to the existing PG&E-owned Cortina Substation along Walnut Avenue. In order to interconnect the project to the Cortina Substation, the Applicant would construct a new 60 kV gen-tie line that would extend from the project's on-site substation about 2 miles within the County's ROW on Spring Valley Road to Walnut Drive. At Walnut Drive, the transmission line would be located within the Colusa County road ROW for approximately 2 miles on existing, retrofitted, or new poles (approximately 80 feet in height) to the Cortina substation. Along this route, the gen-tie

line would cross the Colusa-Tehama Canal, administered by USBR. The gen-tie line would include wood or tubular steel poles of up to 80 feet in height. The Applicant's gen-tie transmission line would terminate at the PG&E Cortina Substation property line. At the Cortina Substation, PG&E would construct network upgrades, interconnection facilities, and a span of transmission line that extends from the Cortina Substation property line to the new bay station within the existing footprint of the PG&E facility. All PG&E improvements would be constructed within the existing Cortina Substation Footprint.

Project Construction:

Project construction would consist of two major stages. The first stage would include site preparation, grading, and preparing staging areas and on-site access routes. The second stage would involve assembling the trackers and constructing electrical interconnection facilities. As proposed, construction would occur during an 11-month period and would occur primarily during daylight hours, Mondays through Fridays 7:00 am to 7:00 pm and potentially 8:00 am to 8:00 pm on Saturdays and Sundays. The applicant proposes potential nighttime hours if necessary for material and equipment deliveries and/or where the schedule has been delayed due to weather or other events. These nighttime activities would be performed with temporary lighting, which would be directed downward to minimize impacts to neighboring properties and wildlife in the project vicinity.

The on-site construction workforce would consist of laborers, craftspeople, supervisory personnel, and support personnel. The on-site assembly and construction workforce is expected to reach a peak of approximately 200 workers; the average number of workers on-site is anticipated to be approximately 50 to 150.

Draft Environmental Impact Report (DEIR):

As previously discussed, a DEIR (Attachment #6 and Appendix Attachment #7) for the project has been prepared pursuant to the requirements of the California Environmental Quality Act. Detailed information are contained with the DEIR documents. The DEIR provides detailed information about the project's potential impacts on 20 different issues as follows:

1. Section 4.1 Agriculture and Forestry Resources;
2. Section 4.2 Air Quality;
3. Section 4.3 Aesthetics;
4. Section 4.4 Biological Resources;
5. Section 4.5 Cultural Resources;
6. Section 4.6 Energy;
7. Section 4.7 Geology, Soils and Paleontological Resources;
8. Section 4.8 Greenhouse Gases;
9. Section 4.9 Hazards and Hazardous Materials;
10. Section 4.10 Hydrology and Water Quality;
11. Section 4.11 Land Use and Planning;
12. Section 4.12 Mineral Resources;

13. Section 4.13 Noise;
14. Section 4.14 Population and Housing;
15. Section 4.15 Public Services;
16. Section 4.16 Recreation;
17. Section 4.17 Transportation;
18. Section 4.18 Tribal Cultural Resources;
19. Section 4.19 Utilities; and
20. Section 4.20 Wildfire.

Attachment #11 (Planning Commission March 1, 2023 Staff Report, Packet Page 14 through Packet Page 29) provides a summary of each of these DEIR sections.

Final Environmental Impact Report (FEIR):

The 45-day public review period for the DEIR began with the filing of the Notice of Completion (NOC) on October 14, and ended on November 29, 2021. Upon conclusion of the public review period, nine comments were received from seven property owners and their representative and two State agencies. The FEIR provides an analysis and response to each of the issues identified in the submitted comments. Because several comments contained the same issues, there is some duplication of the FEIR responses.

Attachment #11 (Planning Commission March 1, 2023 Staff Report, Packet Page 29 through Packet Page 35) provides a summary of the comments received during the DEIR public review period.

As will be discussed in the following section (Planning Commission Action) following the public distribution of the FEIR, additional comment letters and oral testimony was received on the FEIR. As a result of these comments, several minor changes were made to the FEIR. Attachment #8.a (Planning Commission Staff Report of August 2, 2023, Packet Pages 22 through 30) provides a detailed discussion of these comments and the minor amendments to the FEIR.

Planning Commission Action:

Public Hearing Overview

The proposed project was presented to the Planning Commission at 5 different meetings. The project was originally scheduled for the Planning Commission's March 1, 2023 meeting. However, due to Commission member absences and recusals the item could not be considered due to a lack of a quorum. Although the item was "pulled" from the agenda, several property owners voiced their opposition to the project. Please refer to Attachment #11 for the Planning Commission's minutes and staff report from the March 1st meeting. The project was subsequently re-noticed for the Commission's April 5, 2023 meeting (Attachment #10).

Prior to the Planning Commission's April 5th meeting, additional comments were submitted regarding the adequacy of the Final EIR. Included in these comment letters

was a letter from the Williams Fire Authority which detailed their concern that should there ever be a fire, despite the mitigation measures, it would result in a potentially significant impact due to operational staffing issues. The Fire Authority believes that a specific fire public service mitigation fee is required in order to ensure that if there is a fire that it can be adequately staffed from an operational perspective.

As a result of the Fire Authority's concerns, the project was continued to the Commission's May 4, 2023 meeting so that the project applicant and the Williams Fire Authority could meet, discuss the Fire Authority's concerns, and potentially develop a resolution. However, a resolution to these issues had not been reached by the May 4, 2023 Commission meeting and as a result, the project was indefinitely continued. Attachment #9 is the Planning Commission's May 4, 2023 staff report packet.

Subsequent to the Planning Commission's May meeting, project proponents and the Fire Authority continued to discuss operational issues associated with battery storage fires. At issue is that lithium-ion battery fires present a hazard due to potential explosion, fire, and the release of toxic gases. The request for permanent funding was needed to ensure that full-time fire staff, with the proper training, is available to respond to a lithium-ion battery fire. During these discussions, the Fire Authority and the applicant have discussed the required funding necessary to ensure that the permanent, trained firefighting staff is available to respond to an incident at the Janus project.

As a result of these discussions, Mitigation Measure PS-1 was developed. This mitigation measure requires a $300,000 annual payment (adjusted each year for inflation) for the life of the project to the Fire Authority to fund a 24 hours a day/365 days a year permanent fire fighter staff. Prior to any building permit issuance for the solar or battery components of the project, the Williams Fire Authority's Board will have to approve the actual funding agreement and a prorata payment for the first year's operational costs. In addition, the mitigation measure requires that the developer pay for the cost for additional response vehicles and any damaged Personnel Protective Equipment in the event of a call for service. With this mitigation measure, as well as Mitigation Measure Fire-1, Chief Gilbert and the Williams Fire Authority Board are satisfied that the fire risk from the project has been adequately mitigated. Subsequent to the resolution of this issue, the project was re-noticed for the Planning Commission's August 2, 2023 meeting.

Planning Commission's Public Testimony

The Planning Commission's August 2, 2023 staff report (Attachment #8.a) contains a detailed discussion of the project, the comment letters (including the comment letters submitted subsequent to the distribution of the FEIR), and the minor changes which were subsequently made to the DEIR and Mitigation Monitoring and Reporting Program.

At the August hearing, the Commission received a presentation from County staff on the project, as well as considerable public testimony (some for the project and much more against). Attachment #8.b provides a link to the audio recording from the meeting. The following will provide a general summary the public opposition and questions about the project and provide additional detail of the project requirements

(for the detailed specifics of the concerns voiced at the Planning Commission meeting please review Attachment #8.b):

1.) *Concern was expressed that the neighbors' concerns were considered insignificant.*

The comments that were received were fully considered as part of the project review. Part of the reason that it took approximately 15 months to respond to the comments on the Draft EIR was to ensure that the submitted comments were fully addressed. Following the release of the Final EIR, another 8 months passed before the item was finally heard before the Planning Commission, again, in order to ensure that all additional comments were fully considered.

Within the various Planning Commission staff reports, staff discussed each comment that had been submitted to ensure that the Planning Commission was aware of each comment so that those concerns could be fully considered by the Commission. Also, staff maintained an email notification list and in addition to the published public hearing notices in the newspaper and mailed directly to property owners and interested parties, staff emailed notices to all interested parties that had provided email contacts. Staff also routinely emailed staff reports and other project information directly to surrounding property owners to keep them fully informed of the status of the project and to facilitate their review of the information and their ability to provide comments.

2.) *Concern was expressed about how the project would be decommissioned and how it would be ensured that it would be cleaned up.*

As discussed at the August hearing, the proposed Use Permit conditions included the requirement that prior to building permit issuance, an engineer's estimate for decommissioning the project, returning the property back to the pre-existing development state, and a bond or other surety in a form satisfactory to the County Counsel be submitted to the Community Development Director for review and approval.

This condition also required that every five years the estimate and bond be updated and that one year prior to the decommissioning of project, the applicant submit a detailed project specific decommissioning plan to the Community Development Director for review and approval as well as an updated engineer's estimate of the cost of this decommissioning. This plan would fully detail the decommission requirements including the disposal site for any equipment.

3.) *Concern was expressed about the proposed hour of operation and potential nighttime operation's impact on the neighbors.*

As discussed at the hearing, when staff originally reviewed the proposed hours of operation staff was also concerned with late night or overnight operations. As a result, a Use Permit condition of approval was proposed that restricted semi-truck

construction traffic and off-site construction to Mondays through Friday (weekend semi-truck traffic and off-site construction was prohibited). In addition, on-site construction activities were limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5 pm on Saturday and Sundays.

4.) *Strong disagreement with the DEIR finding that the project would not have a significant visual impact.*

The DEIR contained a visual impact analysis and a number of photo-simulations of the project. In general, the FEIR found that the project would introduce new and visible features but that the impact would be moderate and not significant given the limited views from off-site and that it would not block views of the surrounding hills or the existing trees within the project area.

During the Planning Commission hearing, staff provided a photo review of the potential visual impact that the project would have. The existing topography effectively screens the project from views outside of Spring Valley. Within the valley, much of the views are limited do to the distances to the panels. However, along Spring Valley Road there is an approximate ½ mile stretch where the panels and project substation would be approximately 100 feet from the road and would be most visible when driving along this stretch of Spring Valley Road and when viewed from the immediately adjoining properties.

During the hearing staff sought input from the Commission on the proposed visual impact and the land use change and whether any additional conditions or project changes should be implemented to address these issues. In denying the project, the Commission did not provide specific direction for the need of additional mitigation measures regarding visual impacts (such as screening or establishing greater setbacks from Spring Valley Road).

Ultimately, the Board needs to determine whether the visual change when viewed along Spring Valley Road and from adjoining properties either constitutes a significant visual impact for purposes of certifying the EIR or would be detrimental to persons residing or working in the area for purposes of the Use Permit approval. In making this determination, the Board does have flexibility in making these determinations. For example, should the Board determine that the proximity of the equipment to Spring Valley Road would either be a negative visual impact or would be detrimental to persons in the area, the Board could require additional mitigation, such as requiring a larger setback along Spring Valley Road or the installation of a landscape buffer for example.

5.) *It has been suggested that the property owner should annex the property into the Westside Water District in order to plant an orchard.*

The property owner has stated that they have pursued the potential water district annexation of the property unsuccessfully in the past. However, at this juncture they are pursuing this project in order to help support their existing cattle operations that will remain on other property that they own. As discussed in the

DEIR, the project site does not contain irrigation infrastructure or an irrigation system connection to the Westside Water District. Due to lack of irrigation water, the current use on the project site is cattle ranching. The site owners farm winter crops (e.g., wheat, rye, barley, vetch, and oat) on 400 acres (not part of the project site) which is used to feed cattle.

These crops are watered solely by winter rain. During normal rain years, the site owners supply water to troughs for their cattle from three sources: an existing on-site hand dug well; several on-site pit type reservoirs that store winter rain runoff; and several natural on-site springs. During severe drought years, water is purchased from neighbors and trucked in and the cattle herd size is reduced.

As the Board is also aware, with the exception of last winter, the County, like much of the State, has been experiencing repeated years of drought. This has led to the curtailment of surface water deliveries, which has had significant impacts on agricultural production. As a result, groundwater well pumping has increased significantly to provide the necessary water to supply orchards or fields have been left fallow. This increase in groundwater pumping has led to a number of issues in the County including ground subsidence and nearby domestic wells going dry.

Long-term weather predictions suggest that the extreme weather patterns will continue and actually worsen in the coming decades. Without significant water storage projects being built in the State, reliance on groundwater will increase as will the potential negative consequences. The decades that it has taken to bring the Sites storage project to where it is today, illustrates the States inability to move storage projects forward. Ultimately, converting the dry land farming use to another irrigation dependent agricultural use, such as orchards, would change the existing views of the property and could result in impacts to the area's shallow domestic wells.

6.) *Opposition was voiced over the visual impact of the new power poles and the impact to agricultural related aviation.*

The FEIR included additional photo simulations of the project showing what the power poles along Beauchamp Drive (Walnut Avenue) would have on the area. As is shown, the appearance of the poles would not be out of character with the existing streetscape. It should be noted that the poles that were visually modeled are a dark brown color. In order to ensure that the visual appearance matches the photo simulation, a condition in the Use Permit was been included which requires if metal poles are used, that the finish be a flat, dark brown color to resemble the existing wooden power poles.

With respect to agricultural aviation, the County's Agricultural Commissioner's office was contacted regarding this potential impact. Based on information obtained from the Agricultural Commissioner's Office, there are nine growers with a total of 15 permitted sites adjacent to the proposed gen-tie line route. These sites include orchards and field crops. Based on data available for the last

three years, there were 27 aerial pesticide applications in 2019, five aerial pesticide applications in 2020, and one aerial pesticide application in 2021. The pole heights proposed as part of the project are not too dissimilar to the other existing obstacles for aerial applicators and based on discussions that the Agricultural Commissioner had with the aerial operators, the introduction of the new gen-tie poles would not prevent agriculturally related aeronautic operations from occurring.

7.) *Concern was expressed that there would be no benefit to the County from the project.*

Portions of solar developments are excluded from property taxes per State law. This property tax exclusion results in solar projects not providing the tax revenue needed to offset public services that they may require. CEQA requires an analysis of physical impacts to the environment from a project; it does not require analysis of social and economic impacts. Under CEQA, "an economic or social change by itself is not be considered a significant effect on the environment". However, Community Development Department staff believes that potential economic impacts that may result in County service constraints must be fully considered in the review of any project so that all aspects of the project are fully evaluated.

In order to review the projects potential fiscal impacts, the County commissioned an economic impact analysis. As detailed in the Janus Solar Facility Economic Impact Analysis dated January 9, 2023 (Attachment #12):

a) The construction of the project is anticipated to generate $15.9 million in onetime economic activity (supporting 90 jobs) and generate $788,000 in onetime fiscal revenues to the County;

b) On an annual ongoing basis, project operations are anticipated to generate $4.0 million annually in total economic activity (supporting 6 new jobs in the County); and

c) On an annual ongoing basis, the project is anticipated to generate tax revenue (property tax and property tax in-lieu of motor vehicle (VLF) revenue) directly to the County ranging from approximately $155,000 in the first year of operations to approximately $22,000 once all assets have depreciated (years 12 and beyond). Please note as equipment is replaced, the value will increase along with the property tax.

In the short-term, the project would generate significant economic activity and benefit. In the long term, project operations would add additional economic activity over the cattle operations that exist today. With respect to property taxes, the State's solar property tax exclusion does significantly reduce what property taxes would be received from the developed project. However, it is important to note that even fully depreciated; the property tax payments would be greater than is being collected today.

It is important to note that the property tax scenario was developed based on the Guidelines for Active Solar Energy Systems New Construction Exclusion published by the State Board of Equalization (December 2012) and assumes a dual use scenario in which the battery storage facilities on site would be in some way fueled by the existing energy infrastructure and not solely be charged by the solar facility. Under this scenario, 25 percent of assessed value for the battery storage system would be taxable. Staff has confirmed with the applicant that this is the minimum percentage amount that would be factored into the property taxes calculation and should the BESS be charged more from the grid, then the property tax payments could increase. However, staff wanted to be conservative in this assumption and not overstate the potential tax revenue.

Currently, under the Williamson Act, the project site generates approximately $15,212 in total annual property taxes, with the County receiving approximately $3,514. As part of the project, the property is proposed to be removed from the Williamson Act and the first year total tax revenue (property tax and VLF) is estimated to be approximately $495,083 with the County receiving approximately $154,765, or $151,251 more than currently being collected.

Please note that in addition to the County, all other agencies in the project site's Tax Rate Area (Williams School District, Yuba Community College District, Williams Fire Authority, and the Colusa Groundwater Authority) will also be receiving considerable more tax revenue than they are currently. Even after the equipment is fully depreciated in year 12, the total amount of tax revenue is estimated to be approximately $71,503 with the County receiving approximately $22,352, or $18,838 more than currently being collected. The remaining amount would be distributed to the other agencies in the tax rate area.

While the County, as well as the other agencies in the project site's Tax Rate Area, will be receiving more in tax revenues than is currently being collected, staff was nonetheless concerned that the developed project would generate additional public service demands than the existing uses on the property are generating and whether the additional tax revenue would pay for any increased public service demand.

As detailed in Chapter 3 of the FEIR (Minor Revisions to the Draft EIR), a Public Services Mitigation Fee has been developed to ensure that any potential public service is fully mitigated. As required, each year for the life of the public, the developer will pay $100,000 directly to the Colusa County for unrestricted use. In addition, the developer is also required to pay annually $10,000 to the Maxwell Park and Recreation District, $10,000 payment to the City of Williams to support the Williams Park and Recreation Department, and $10,000 to the Arbuckle Park and Recreation District. Please note that the developer has agreed to increase each annual payment to each park and recreation district to $15,000. Finally, the developer would pay a $300,000 annual payment to the Williams Fire Authority to fund a full-time 24/7/365 fire fighter which would not only serve the Janus project but all residents and businesses with the Fire Authority's district.

These amounts would be adjusted annual for inflation.

In summary, between the one-time revenue, the on-going operational revenue, the increased property taxes, and the Public Service Mitigation Fee payments, the project will have a positive economic impact while ensuring that public services are fully funded and also providing increase fire safety services throughout the Williams Fire Authority service area to the benefit of all residents and businesses.

8.) *Concern was expressed that water run-off from the BESS would be contaminated and impact the underlying ground water basin.*

The BESS units are designed to be water proof and, as such, water run-off would not become contaminated. With respect to the BESS fire sprinkler system, should this system be deployed the amount of water is relatively small and would be captured with the BESS enclosure. After any sprinkler activation, the water would be extracted and disposed of at a licensed disposal site approved to receive the waste water. As detailed in Item #18, the Construction General Permit from the Regional Water Quality Control Board will ensure that water quality will be preserved.

9.) *Concern was expressed that access to the project is along a one-way in and one-way out facility.*

Included within the proposed Mitigation Measures is the requirement that as part of the siting of the battery storage system, adequate setback shall be provided to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the project. Prior to fire permit issuance, the setback and access is required to be reviewed and approved by the Williams Fire Chief to ensure that two-access is maintained in the event of an emergency response.

10.) *A question was asked as to when the emergency response training would occur.*

Included within the proposed Mitigation Measures is the requirement that prior to any building permit issuance, a Battery Storage Fire Management and Training Plan shall be submitted to the Williams Fire Authority for review and approval. This Battery Storage Fire Management Plan is required to detail the specific fire suppression protection measures that will be implemented in the battery storage facility to eliminate battery storage fire hazards to the satisfaction of the Williams Fire Authority Chief. The timing of the training will be specified by the Williams Fire Chief but at a minimum it will occur prior the facility becoming energized.

11.) *A comment was expressed that the Williamson Act cancellation requirement was being glossed over.*

As repeatedly discussed in the DEIR and various staff reports, the entirety of the project site is included in a Williamson Act contract and in conjunction with the

project, the applicant has filed a Petition for Cancellation of Contract for the Williamson Act contract. More specifically, the DEIR (Attachment #6) contains a detailed analysis of the cancellation requirements and the potential impacts associated with such a cancellation in numerous sections including but not limited to Section 4.1 - beginning at Page 4.1-10, Section 4.14 - beginning at Page 4.1-5, Section 4.1.2.2.1 - beginning at Page 4.4-1, Impact 4.1-2 - beginning at Page 4.1-5, and Section 4.11.2.2.1 - beginning at Page 4.11-1.

As detailed, in order to cancel a contract, the County must find (1) that other public concerns outweigh the objectives of the Williamson Act and (2) that there is no proximate noncontracted land that is both available and suitable for the proposed use or that development of the contracted land would provide more contiguous patterns of urban development (Government Code Section 51282(c)).

As stated in the DEIR (Attachment #6, Impact 4.1-2, pages 4.1-5 through 4.1-9), development of the proposed solar facility is in the public interest in order to address the State's goal of generating emissions-free electricity energy, and the Courts of upheld this determination. The subject property is not prime farmland and its conversion would not have a significant adverse effect on agricultural resources.

In addition, as discussed in various staff reports for the project, early on the project review, the applicant met with the Board of Supervisor's Williamson Act ad hoc committee (Supervisor Evans and then Supervisor Carter) to discuss the project and to consider whether the project could be considered a compatible use pursuant to the County's Williamson Act policies. Board Resolution 02-82 sets forth the current permitted and compatible uses. Item #19 of Compatible Uses lists "The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities." While the proposed project is an electric utility facility, it will displace the agricultural use of the site. As such, the Ad Hoc committee believed that given the elimination of agricultural uses, the project was not compatible with agricultural uses on the site and, therefore, recommended that the existing Williamson Act contracts be cancelled should the project proceed.

Mitigation Measure AGR-1 was developed in response to this recommendation and the proposed Use Permit contained a specific condition that made any Use Permit approval contingent upon the Board of Supervisors approving the cancellation of the properties' Williamson Act Contracts. In addition, this cancellation was required to be finalized prior to the expiration of the Use Permit.

This condition also specified that once the contracts had been cancelled, acceptance back into the County's Williamson Act program would have to be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. Finally, the condition specified that no contract re-entry would be able to occur until after the project had been fully decommissioned and returned to its pre-project state.

It is important to note, as stated in the August Planning Commission staff report (Attachment #8.a), the cancellation process would be followed and this process requires that the full Board of Supervisors make the above referenced findings. The Ad-Hoc Committee never inferred support for the project itself; only that if the project was approved that the contracts be cancelled due it displacing the agricultural uses on the property. The Ad Hoc Committee did not determine whether or not the findings to cancel the contracts could be made because that determination was premature and was subject to the determination of the entire Board of Supervisors.

Subsequent to the Planning Commission's review, staff recently reviewed an informational document produced by the Department of Conservation entitled "Solar Power and the Williamson Act" that was published last spring (Attachment #24). This informational paper provides background on the Williamson Act and considerations for the siting of large-scale solar projects on land under contract in the Williamson Act Program. This publication describes five options that are available to locate solar projects on Williamson Act contracted land. This information was not published when the Ad-Hoc Committee reviewed the project. A general discussion of the options is as follows:

1.) Determination of Compatibility: Locating a solar project on land within an agricultural preserve may be allowed as a compatible use depending on the local rules governing compatibility. This is a discretionary action of the local government;

2.) Contract Non-Renewal: The landowner may provide notice of non-renewal and eventually remove the Williamson Act's restrictions over use of the land;

3.) Contract Cancellation: The contract may be "cancelled" pursuant to required statutory processes under appropriate circumstances. Under this option the landowner is typically responsible for paying a cancellation fee;

4.) Eminent Domain: A public agency with the power of eminent domain may acquire land subject to a Williamson Act contract (through eminent domain or in-lieu of eminent domain), thereby "nullifying" the contract and rendering the land free from the contract's restrictions; and

5.) Solar Use Easement: A Solar Use Easement may be entered into simultaneously with rescinding a Williamson Act or Farmland Security Zone contract. This is a discretionary action of the local government.

As previously discussed, the draft Use Permit had included a condition that made the Use Permit, should the appeal be upheld, contingent upon the properties' Williamson Act contracts being cancelled. In light of the Department of Conservation informational guide detailing other potential options with respect to the siting of solar projects on Williamson Act contracted land, staff has

amended this condition to allow the Board the full range of options should the contract cancellation request be considered by the Board (provided that the appeal is upheld).

12.) *A question was asked how it was possible that a company with over 1,500 employees fill out the project's application questionnaire incorrectly and it was stated that you cannot have confidence in a company that fills out an application dishonestly?*

The application questionnaire form that is referenced is submitted with a new project at the time of application submittal. This form is intended to provide staff a generalized overview of potential impacts that proposed applications may have. The questionnaire that was submitted at the time of application filing stated that the project would not have change scenic views, the character of the general area, etc. The employees that were involved in preparing that form are no longer with RWE so it is not possible to determine the rationale behind the answers. It is important to note that staff does not rely on those answers to conclusively determine how a project may or may not have potential impacts. In the subject case, staff determined that these issues, as well as others, did have potential significant impacts and, as such, were analyzed in EIR.

13.) *A statement was made that the $300,000 annual payment to the Williams Fire Authority illustrates the grave concern over the high fire dangers and the high risk.*

The fire mitigation measures that have been proposed were developed after considerable discussions between RWE and their fire safety subject matter experts and the Williams Fire Authority and their fire safety subject matter experts. The Williams Fire Authority has submitted a letter stating that if the project is approved, the Authority is comfortable with the proposed mitigation measures (Attachment #13).

Please note, the funding of the additional fire staff will be of benefit to all residents and businesses within the fire district.

14.) *Concern was expressed about the project related dust and that the dust creates habitat for dust mites which can defoliate orchards and just putting it on once a year will not work.*

Access to the project site is Spring Valley Road, a gravel County Road. In June 2022, a field study was conducted to observe the degree of effectiveness of the dust suppressant that has been historically used by private landowners on unpaved, rural County roads adjacent to orchards throughout the area. A liquid magnesium chloride dust suppressant commercially known as "Dust-Off" was applied to a portion of King Road, an unpaved roadway in rural Colusa County which borders existing orchards. In addition, a section of the roadway was also left untreated so that a direct comparison could be made between the treated roadway and the untreated roadway. A semi-truck with a loaded travel trailer

traveled along the treated and untreated road at speeds of 15 MPH, 25 MPH, and 40 MPH.

Appendix "C" of the FEIR (Attachment #3) shows that the application of dust suppressant was extremely effective in mitigating dust generation at all travelled speeds. This observation is consistent with field observations of the Road Department staff where Dust-Off has been historically applied on County Roads to control dust and prevent it from impacting adjacent crops. However, in order to ensure dust is not created, Mitigation Measure AQ-1 was developed which includes a number of requirements including: (1) that the applicant apply the dust suppressant per County standards prior to and during construction as necessary to prevent dust to the satisfaction of the Public Works Director; (2) construction traffic speed on Spring Valley Road be limited to 15 MPH; (3) during peak travels periods a traffic control flagger will be present on Spring Valley Road to enforce the 15 MPH speed limit and monitor and log dust conditions; and (4) each day during construction, the construction contractor shall keep a daily log of dust and weather conditions. In addition, prior to the application of the dust suppressant, Spring Valley Road will be graded to ensure a flat uniform surface.

In addition to this requirement, before and during construction an additional mitigation measure (AQ-3: Long-Term Dust Control) has been developed which requires the applicant to apply the dust suppressant once a year (generally in late spring) to ensure that dust generated by the applicant's operational traffic and other local traffic does not impact the surrounding orchards. The timing and rate of application of the dust suppressant is required to be to the satisfaction of the Public Works Director. While post construction traffic will be minimal and most of the traffic will be from other users of Spring Valley Road, the project will nonetheless continue to mitigate this dust primarily generated from other traffic.

15.) *Concern was expressed that approval of this project will result in more solar projects and over time move the County from an agricultural based economy.*

Staff cannot envision that the County will move away from being a primarily agriculturally based economy. However, regardless of the ultimate decision with respect to this project, there does exist the potential for other commercial solar projects being proposed. Preliminary plans have been submitted for a project near the PG&E gas plant and a project 10 miles to the west. In addition, as discussed in the FEIR, the Community Development Department was informally approached in October 2022 by a developer interested in potentially developing a parcel in the County to the south of the project or near the Cortina Substation as a battery energy storage project. Because of a number of differences in the land form to the south of the Janus project and energy tie-in requirements to the Cortina substation, staff was not supportive of another large-scale solar project in the Spring Valley area. In addition, the previous developer did discuss the potential Williamson Act cancellation process with the Board's Williamson Act Ad-Hoc committee at that time. The then Ad-Hoc Committee also informed the developer that they would not support cancelling additional

contracted lands in the area. Staff cannot prevent other applicants from applying for other discretionary types of projects, as each project has to be reviewed and considered on its own merits. However, to date both staff and the former Williamson Act Ad-Hoc committee have been consistent in our lack of support for another large-scale solar project in Spring Valley.

Plans for another large-scale solar project in the Spring Valley area have been abandoned and in November, a preliminary application for a battery storage only project has been submitted approximately 0.5 miles to the east of the Cortina Substation. This project would be located on approximately 20 acres, would be surrounded by orchards, and the electrical tie-in to the substation would be underground. Although there are significant differences with this project and the Janus projects, there are also similar issues that will need to be fully considered during the public review process.

16.) *Concern was expressed that additional power lines could prevent existing agricultural operations from occurring like it did when easements were previously granted for other lines in the area.*

The proposed power lines would be located within the existing County right-of-way and not would be located on private property where there are existing orchards. As such, a repeat of the previous circumstance when the property owner was told that they would be able to farm under the power lines only to have that ability rescinded would not be repeated.

17.) *Extensive testimony was provided that the proposed project was inconsistent with numerous provisions of the General Plan including (but not limited to):*

a.) *General Plan Policy AG 2-1 which states that, "Agricultural-related industrial support operations shall be permitted on agricultural lands. Such uses may include, but are not limited to, processing, assembly, distribution and warehousing of agricultural materials and commodities and alternative energy systems that provide energy for on-site uses. These uses are permitted as principal permitted uses subject to the standards of the Zoning Ordinance and subject to compatibility findings; and*

b.) *The County Zoning Code makes that subject property ineligible for inclusion within the Energy Production Overlay Zone.*

General Plan

The County's General Plan identifies the County's vision for the future and provides a framework that will guide decisions on growth, development, and conservation of open space and resources in a manner consistent with the quality of life desired by the County's residents and businesses. The County's General Plan, rightfully so, provides numerous general policies that seek to protect and promote the County's existing agricultural history and industry as the County's most important resource.

Within the General Plan are other specific policies that provide specific direction for other uses, including commercial solar projects for off-site uses. These provisions include:

- General Plan Table LU-1 which identifies specific uses allowed in each of the General Plan land use table. This table specifically states that "*Energy Production: solar, cogeneration, and biomass energy*" are allowed uses on properties within the Agricultural Upland General Plan land use designation. The project site is located in Agricultural Upland General Plan land use designation.

- General Plan Table LU-1 also states that the Zoning Ordinance will identify specific uses allowed on each parcel. The subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit

- General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit". The project site is located in Agricultural Upland General Plan land use designation.

Based on these specific General Plan provisions, the proposed project is an allowable use subject to the issuance of a Conditional Use Permit.

<u>The Energy Production Overlay Zone</u>

Testimony was provided that the property is ineligible for inclusion within the County's Energy Production Overlay Zone due to the existing Williamson Act contracts. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) does state that the EP overlay zone shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract. Under the County's Williamson Act program Item #19 of Compatible Uses does list the erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities as a compatible use.

It is also important to note that the Energy Production Overlay was developed so that the County could designate large areas for energy production in order to facilitate solar permit approvals. Under the Energy Product Overlay zoning district, only a minor staff level Use Permit application before the Zoning Administrator would be required. However, this is not applicable because the application is being processed under a major Use Permit before the Planning Commission pursuant to the provisions of the Zoning Code.

18.) Concern was expressed that once the site was developed that there would be

an increase in storm water flows that would flood the City of Williams because the grasslands would be removed and the site would be turned into a "parking lot".

The soil permeability rate for the vast majority of the site would be left unchanged. The existing grasslands would not be removed and replaced with an impermeable surface. Rather the existing grassland would be maintained at a low level (consistent with the wildland fire mitigation plan) and the soil permeable for the vast majority of the site would not be mechanically altered.

In addition, as discussed in the DEIR, the Construction General Permit from the Regional Water Quality Control Board requires the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that includes specific Best Management Practices (BMPs) designed to prevent sediment and other pollutants from contacting stormwater and from moving off-site into receiving waters. The BMPs fall into several categories, including erosion control, sediment control, waste management and good housekeeping, and are intended to protect surface water quality by preventing the off-site migration of eroded soil and construction-related pollutants from the construction area. In addition, any herbicide treatment of the grassland would have to be approved just as it is for any agricultural application.

Routine inspection of all BMPs is required under the provisions of the Construction General Permit. In addition, the SWPPP is required to contain a visual monitoring program and a chemical monitoring program for non-visible pollutants. Post-construction requirements necessitate that construction sites be restored to pre-project hydrological conditions to ensure that the physical and biological integrity of aquatic ecosystems are sustained in their existing condition. These requirements ensure that there is no increase in the net run-off from the project post construction and that the water quality is not degraded.

Planning Commission's Action

Pursuant to Section 44-2.20.30 (Allowed Uses in the Agricultural Zones) of the Zoning Code, Energy Generation for Off-Site Use are permitted subject to obtaining a Conditional Use Permit. Pursuant to Section 44-1.70.010 (Review Authority) the Planning Commission is the review authority of Use Permits. Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the Planning Commission must make the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

At the August Planning Commission hearing, Staff provided the Commission with a resolution for its consideration that would have certified the FEIR and approved the proposed Use Permit.

In providing the resolution for approval, staff stressed that this option was available if the Planning Commission determined that that the FEIR along with the proposed mitigation measures and Use Permit's conditions of approval reduce potential impacts below a level of significance and that the project would not be detrimental to surrounding properties and residents.

Staff also informed the Commission that during their review the Commission could also determine that additional project changes or conditions were necessary in order to reduce potential impacts below a level of significance and/or to ensure that the project would not be detrimental to surrounding properties and residents.

Finally, the Commission was informed that after considering the totality of the record that if the Commission made any of the following findings that they would need to deny the project:

1.) There were potential environment impacts that had not been mitigated below the level of significance which prevents certification of the FEIR;

2.) That the project was not consistent with the General Plan or Zoning Code; and/or

3.) That the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area such that the Commission cannot approve the project.

Ultimately, the Commission voted to find that the project was not consistent with the General Plan and voted to deny the project. At the Commission's September meeting, the Commission adopted Resolution No. 23-006 denying the project finding that:

A. The Colusa County Agricultural and Land Use Elements of the General Plan contains numerous goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses. The proposed project would not be consistent with these goals, objectives, policies and action items including Objective AG 1-which recognizes that agricultural land is the County's greatest natural asset and calls for appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses and Policy AG 2-1 because it would take 1,024 acres of agricultural lands out of production for a commercial solar project that would provide energy exclusively for off-site uses; and

B. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) states that the EP overlay zone shall not be placed on any property under Williamson Act contract

unless power generation facilities are specifically allowed under the contract. The proposed project would be located on land that is currently under Williamson Act contract and would not be consistent with this Zoning Code section.

Please see Attachment #2 for Planning Commission Resolution 23-006.

Appeal to the Board of Supervisors:

Pursuant to Section 44-1.80.080.D.3 of the County Code, all decisions of the Planning Commission are appealable to the Board of Supervisors. Following the Planning Commission's denial, project proponents have filed an appeal to the Board of Supervisor's (Attachment #1). Project proponents have filed the appeal based on their belief that:

- Declining to certify the EIR based on General Plan and Zoning Code inconsistencies is improper and that the certification is a straightforward analysis of an EIR's legal adequacy under CEQA which is separate from consideration of the project approval;

- The EIR sufficiently mitigates environmental impacts as required by CEQA, and none of the evidence before the Planning Commission controverts the EIR's conclusions that the Project is consistent with the General Plan and Zoning Code; and

- The Project is expressly consistent with both the General Plan and the Zoning Code as off-site energy production (including solar) is allowed with a Use Permit, which is precisely the approval Janus Solar seeks.

Pursuant to the County Code, the Board of Supervisors shall consider all issues raised by the appellant and may also consider other relevant issues related to the project being appealed. These other issues would include the issues voiced and submitted by the public during the processing of the Use Permit application and the testimony that was summarized herein and the audio recording of the entire meeting is available as Attachment #8.b.

USE PERMIT (UP 20-01):

Pursuant to County Code Section 44-1.70.010 (Review Authority) the Planning Commission is typically the review authority of Use Permits. However, on appeal the Board of Supervisors becomes the review authority. Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the following findings must be made:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not,

under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

Finding #1: General Plan Consistency

An issue that staff is seeking the Board's direction on is the potential conflict between General Plan provisions of the Agriculture Element and the following General Plan policies that provide for the establishment of commercial solar projects on properties with agricultural land use designations. Specific provisions include:

1.) General Plan Table LU-1 specifically states that "Energy Production: solar, cogeneration, and biomass energy" are allowed uses on properties within the Agricultural Upland General Plan land use designation;

2.) General Plan Table LU-1 states that the Zoning Ordinance will identify specific uses allowed on each parcel and the subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit; and

3.) General Plan Policy CON 2-3 states, "*Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit*".

With respect to other General Plan policies that call for the protection of the County's agricultural resources, staff believes that these are very important general policies that must be fully considered and balanced against the other specific General Plan provisions that allows solar projects on agricultural lands subject to the issuance of a Conditional Use Permit.

In considering these other policies, including General Plan Goal AG-2 (Maintain and enhance agriculture as the County's most critical land use, economic sector, and resource) it is important to review how the project would actually impact the County's overall agricultural industry:

- The proposed project is not being located on prime agriculturally soils and is being used for dry land ranching operations. There are approximately 170,000 acres in dryland grazing and the removal of the project's 1,024 acre is approximately 6/10's of one percent of this acreage.

- In 2021, cattle ranching overall in the County resulted in approximately 2.7 percent of the overall agricultural economic activity in the County. Thus, the removal of this land would result in a reduction of overall agricultural economic activity of less than 2/100's (0.016%) of one percent County-wide. In 2022, with the impact of the drought, cattle operations represented approximately 5 percent of the total agricultural activity in the County. Even with this

proportional increase, complete removal of this land would result in a reduction of agricultural economic activity of less than 3/100's (0.03%) of one percent County-wide. Again, this does not take into account that the proposed project would support the remaining cattle operations and the overall County-wide reduction would actually be even less.

- When the 2014 Zoning Ordinance Update was approved, there was over 240,000 acres of other land zoned the F-A zoning designation. Accordingly, the project represents approximately 4/10's of one percent County-wide of F-A zoning property.

- There are approximately 540,000 acres of land in the County zoned for agricultural with approximately 318,000 acres in Williamson Act contracts. Removal of the project's 1,024 acres of contracted land would represent less than 2/10's (0.19%) of one percent and approximately 3/10's (0.32%) of one percent respectively.

Overall, the removal of this property from dryland cattle grazing will have a negligible impact on the County's agricultural industry or land used in agricultural purposes.

However, should the Board determine that the removal of this land from agricultural production and converted to a large-scale solar project for off-site uses would be inconsistent with the County's agricultural support General Plan provisions; it would effectively eliminate the ability to locate other off-site solar projects on lands with agriculture land use designations. Staff would also seek the Board's direction on eliminating the existing provisions in the General Plan and Zoning Ordinance that specifically provide for establishing off-site commercial solar facilities on agricultural lands.

Finding #2: Detrimental to Persons Residing or Working in the Area.

With respect to Finding #2, the FEIR has identified potential impacts and a series of mitigation measures have been developed to mitigate the project's environmental impacts below the level of significance. In order to approve the Use Permit, the Board of Supervisors must also find that the proposed project is not detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area.

In the "Planning Commission's Public Testimony" Section, staff provided information of how the project would be implement in order to address the significant public concerns voiced at the Commission's August public hearing. In addition, in the previously developed Use Permit, staff included additional conditions that had been developed in an effort to ensure that the project is a "good neighbor" and is not detrimental to persons in the area.

During the Planning Commission's review, staff informed the Commission that should it believe that the project was detrimental to persons living or working in the area, that

the Commission should identify what characteristic(s) of the project were detrimental so that the issue(s) could be further evaluated prior to the Commission taking formal action on the project. Although the Commission did not specifically identify any such issues, in reviewing the Use Permit under appeal, the Board is now in the position of determining whether the project would be detrimental to persons residing or working in the area. As such, after the Board has considered the totality of the record for the project, the Board must make this determination.

Accordingly, should the Board identify characteristics of the project that are detrimental to persons living or working in the area, any such issue should be identified so that the issue could be further evaluated to determine whether additional mitigations or conditions of approval are required to mitigate this characteristic; if such mitigation is possible. However, should the Board determine that the detrimental characteristic of the project cannot be mitigated, the Board would not be able to make this finding, notwithstanding the General Plan determination, and would need to deny the project.

Additional Public Comments:

Subsequent to the Planning Commission's denial, as of the writing of this staff report, two additional comments letters have been received. Attachment #13 is a letter from the Williams Fire Authority stating, that if the project is approved, that the Authority "*feels comfortable with the mitigation measures….proposed for the project*". Attachment #14 is a letter from the Maxwell Park and Recreation District stating their support for the project and the need for the proposed park and recreation impact fee; although the District has requested that if approved that funding be returned to the originally proposed $15,000 mitigation fee amount which the developer has agreed to. Attachment #15 is an additional comment letter from Beth Ferrini Katsaris reiterating her concerns regarding the project's General Plan consistency, potential fire hazards, and commenting on the justifications in the appeal. Attachment #16 is an additional comment letter from Clark and Nelson providing further information detailing their opposition to the project. Attachment #17 is an additional comment letter from the Favero Ranch discussing the project's support of their existing agricultural operations. Attachments #18 and #19 are additional letters of public support. Attachment # 20 is a letter from Garrett Colli requesting a continuance to allow the FPPC to consider Supervisor Boes' potential conflict of interest. Attachment #21 is the letter from County Counsel requesting that the FPPC review the potential conflict of interest. Attachment #22 is the FPPC's response to the conflict of interest determination request. Attachment #23 is a letter from the law firm of Clark and Nelson to the FPPC regarding their opinion on Supervisor's Boes conflict of interest. Attachment #24 is the April 2023 Department of Conservation Williamson Act and Solar Power Guide; and Attachment #25 is a letter from the law firm of PerkinsCoie responding to several comments submitted on the project.

In addition to the numbered attachments, additional emails were submitted with presentations from adjacent property owners, the applicant, and staff and have been

included in the Janus Solar electronic files staff report attachment.

Summary:

As required by CEQA, a DEIR was prepared for the project and comments regarding the adequacy of that document were received. An FEIR has been prepared responding to those comments and additional studies, analysis and several minor amendments have been made. Together, these documents, all staff reports, and public testimony comprise the entirety of the record for the proposed project that the Board must consider in determining whether to certify the environmental document and whether to make the required Use Permit findings.

The Board has three basic options:

1.) Approve the Project: Should the Board find that the potential impacts have been fully identified and mitigated and the required Use Permit findings have been met, then staff has attached a draft resolution which the Board could utilize to approve the attached Use Permit. Staff would return to the Board with the Williamson Act contract cancellation for review and consideration. Please note that should the Board identify additional conditions that are necessary to make the required findings, the Board could add them to the proposed Use Permit.

2.) Continue the Project to Allow for Additional Analysis: Should the Board identify characteristics of the project that require further evaluation before a decision can be made or condition imposed; the Board should direct to staff to conduct this analysis and return to the Board for further review prior to a formal decision.

3.) Deny the Project: Should the Board determine that: a.) there are potential environment impacts that have not been mitigated below the level of significance; b.) the project is not consistent with the General Plan or Zoning Code; and/or c.) that the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area then the Board should direct staff to return to a subsequent meeting with the denial resolution.

Prior Board Action

At the Board's October 24, 2023 meeting, the Board vacated the first public hearing due to a public hearing newspaper notice publication issue.

At the Board's November 7, 2023 meeting, the Board continued to the hearing to the Board's December 5, 2023 meeting to allow the review of a potential conflict of interest.

At the Board's December 5, 2023 meeting, the Board indefinitely continued the hearing

to allow for the FPPC to make a determination regarding the potential conflict of interest.

Fiscal Impact/Funding Source

As detailed in the staff report, the project would:

1.) Generate $15.9 million in onetime economic activity (supporting 90 jobs) and generate $788,000 in onetime fiscal revenues to the County;

2.) On an annual ongoing basis, project operations are anticipated to generate $4.0 million annually in total economic activity (supporting 6 new jobs in the County);

3.) On an annual ongoing basis, increased property tax revenue to the County ranging from $155,000 in the first year of operations to $22,000 once all assets have depreciated (years 12 and beyond) based on the BESS tax assumptions;

4.) Each year for the life of the public, the County would receive $100,000 for unrestricted use;

5.) The Maxwell Park and Recreation District, the Williams Park and Recreation Department, and the Arbuckle Park and Recreation District would each receive $15,000 annually; and

6.) The Williams Fire Authority would receive an annual payment of $300,000 to fund a full-time 24/7/365 fire fighter which would not only serve the Janus project but all residents and businesses with the Fire Authority's district.

Action for the Clerk

If any, determined by the Board action.

ATTACHMENTS:

- Email dtd 2-8-2024 from Supervisor Boes(PDF)
- Board DRAFT Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (DOCX)
- Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (PDF)
- Exhibit "C": Use Permit 20-01 for Janus Solar (PDF)
- Attachment #1 Letters of Appeal (PDF)
- Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (PDF)
- Attachments #3 - #12 (Webpage Links)(PDF)
- Attachment #13 2023 09 28 Williams Fire Authority Mitigation Acceptance Letter (PDF)

- Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (PDF)
- Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (PDF)
- Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (PDF)
- Attachment #17 2023 10 26 Favero Ranch (PDF)
- Attachment #18 2023 11 06 Lucero Weber - 16 Letters In Support Janus Solar (PDF)
- Attachment #19 2023 11 06 Pam DaGrossa Support ltr (PDF)
- Attachment #20 2023 11 07 Garrett Colli Request for Continuance (PDF)
- Attachment #21 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict (PDF)
- Attachment #22 2023 12 08 FPPC Response to Potential Conflict Determination Request (PDF)
- Attachment #23 2023 12 19 Clark Nelson Letter to the FPPC (PDF)
- Attachment #24 2023 April Department of Conservation Williamson Act and Solar Power Guide (PDF)
- Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829) (PDF)
- Janus Solar Electronic Files (Staff Report Referenced Documents and Attachments) (PDF)
- Email Rec 2-9-24 Lucero Weber Letter of Support with 21 typed names (PDF)
- Pioneer Review-Proof of Publication (PDF)
- Tri Counties-Proof of Publication (PDF)

From: Kent S. Boes
Sent: Thursday, February 8, 2024 12:46 PM
To: Wendy Tyler <wtyler@countyofcolusa.com>
Subject: Janus Solar Appeal Hearing - 1090 Conflict

CAO Tyler,

As Clerk to the Board of Supervisors, I wanted to inform you that I will be unable to attend the Board of Supervisors meeting scheduled for February 13, 2024 as I will be in Washington D.C. on County business. Since the Janus Solar appeal hearing is scheduled for the same date, I also wanted to take this opportunity to formally recuse myself from that item.

The FPPC has determined that a contract decision is being made, and as such that decision is subject to Section 1090. Due to my involvement with the Williams Fire Protection Authority, they have determined that I have a remote interest and must recuse myself from the decision, but the Board of Supervisors as a whole is not prohibited from making a decision on this item.

If you have any questions, please feel free to reach out to me.

Thank you,

Kent S. Boes
Supervisor, District 3
Colusa County Board of Supervisors

Attachment: Email dtd 2-8-2024 from Supervisor Boes (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

RESOLUTION NO. 24-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577), ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING USE PERMIT #20-01 FOR JANUS SOLAR PV, LLC

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project);

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report was necessary to fully review and consider all potentially significant impacts for the Project;

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact Report were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations;

WHEREAS, the Planning Commission held a duly noticed Public Hearing regarding the proposed Final Environmental Impact Report and Use Permit on March 1, 2023, April 5, 2023, May 3, 2023, and on August 2, 2023 at which time any and all comments were received during the public hearing process;

WHEREAS, after the close of the Public Hearing the Planning Commission fully considered the Final Environmental Impact Report, Planning Staff's reports on the Project, all public testimony, all other written and orally testimony, and totality of the public record for the Project;

WHEREAS, the Planning Commission after deliberation determined that the Project was not consistent with the County's General Plan and voted to deny the Project at the August 2, 2023 meeting;

WHEREAS, County staff returned to the Planning Commission at its September 6, 2023 with a resolution incorporating the Planning Commission's findings and the Commission adopted Planning Commission Resolution No. 23-006 at said meeting determining that based upon the incorporated finds of inconsistency with the County's General Plan that the Commission did not certify the Final EIR (SCH No. 2020070577); did not adopt the Mitigation Monitoring and Report Program; and denied the proposed Use Permit 20-01 for the Janus Solar Project;

WHEREAS, Project proponents subsequently appealed the Planning Commission's denial of the Janus Solar Use Permit application and accompany environmental documents to the Board of Supervisors pursuant to the County Code provisions; and

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Attachment: Board DRAFT Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9590 : Appeal of the Denial of Janus Solar

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the appeal on February 13, 2024 at which time the Board fully considered the Planning Commission's resolution and findings for the denial of the Project, the Draft and Final Environmental Impact Reports, the Mitigation Monitoring and Reporting Program, the Use Permit, Planning Staff's numerous staff reports, all public testimony, all other written and orally testimony, and totality of the public record for the Project.

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project makes the following findings:

A. The Draft and Final EIR has been completed in compliance with the California Environmental Quality Act;

B. The Board of Supervisors has reviewed and considered the information contained in the Draft and Final EIR prior to taking any action upon the Project;

C. The Draft and Final EIR reflects the lead agency's independent judgment and analysis; and

D. The Draft and Final EIR has identified potential significant impacts of the Project but all said potential impacts have been reduced to a level of non-significance through project changes and/or mitigation measures that have been fully considered and incorporated into the Project.

II. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project takes the following actions:

A. Certifies the Final EIR attached hereto as Exhibit "A" and incorporated by reference;

B. Adopts the Mitigation Monitoring and Report Program attached hereto as Exhibit "B" and incorporated by reference;

III. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the Project is consistent with the Colusa County General Plan based on:

A. General Plan Table LU-1 specifically states that "Energy Production: solar, cogeneration, and biomass energy" are allowed uses on properties within the Agricultural Upland General Plan land use designation;

B. General Plan Table LU-1 states that the Zoning Ordinance will identify specific uses allowed on each parcel and the subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit;

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C. General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit"; and

D. The Energy Production Overlay zoning district is not applicable because the application is being processed under a major Use Permit which is specifically provided for under the provisions of the Zoning Code.

IV. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the Project is not inconsistent with the various General Plan provisions in the County's Agricultural Element given:

A. The proposed Project is not located on prime agriculturally soils and the current use of the property is dry land ranching due to lack of water. There are approximately 170,000 acres in dryland grazing in the County and the removal of the Project's 1,024 acre is approximately 6/10's of one percent of this acreage;

B. In a typical year cattle ranching overall in the County is approximately 2.7 percent of the overall agricultural economic activity in the County. The removal of this land would result in a reduction of overall agricultural economic activity of less than 2/100's (0.016%) of one percent County-wide. In 2022, with the impact of the drought, cattle operations represented approximately 5 percent of the total agricultural activity in the County. Even with this proportional increase, complete removal of this land would result in a reduction of agricultural economic activity of less than 3/100's (0.03%) of one percent County-wide;

C. When the 2014 Zoning Ordinance Update was approved, there was over 240,000 acres of other land zoned the F-A zoning designation. Accordingly, the Project represents approximately 4/10's of one percent County-wide of F-A zoning property:

D. There are approximately 540,000 acres of land in the County zoned for agricultural with approximately 318,000 acres in Williamson Act contracts. Removal of the Project's 1,024 acres of contracted land would represent less than 2/10's (0.19%) of one percent and approximately 3/10's (0.32%) of one percent respectively:

E. Changing the existing use of this portion of the owner's property will provide a revenue stream that can be used to purchase water during drought years and stem the need to reduce the cattle herd size during these times and, as such, the proposed Project would support the remaining cattle operations and ensure its success in the future; and

F. Based on these factors the removal of this property from dryland cattle grazing (even without considering the change of use would support the remaining cattle operations) will have a negligible impact on the County's agricultural industry or land used for agricultural purposes.

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V. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the proposed Use Permit 20-01 with the adopted Mitigation Measures and the Conditions of Approval detailed in Exhibit "C" is consistent with the General Plan and all applicable provisions of the Colusa County Code and that the establishment, maintenance or operation of the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area surrounding the Project and does hereby approve Use Permit 20-01 as detailed in Exhibit "C" attached hereto and incorporated by reference.

PASSED AND ADOPTED this 13th day of February, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

DRAFT

Attachment: Board DRAFT Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9590 : Appeal of the Denial of Janus Solar

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
AG-1: Williamson Act Cancellation	The Applicant shall file a Petition for Cancellation of Contract for each of the three Williamson Act Contracts on the Project site, for consideration by the Colusa County Board of Supervisors, prior to construction.	Pre-construction	RWE
AQ-1: Dust Control Measures	During construction of the Project, the primary construction contractor shall implement the following practices during all construction related activities: •All disturbed areas, including soil piles, areas that have been graded, and unpaved roads, shall be watered twice daily during dry conditions and when feasible covered and enclosed. •When materials are transported offsite, they shall be wetted and covered securely and at least 2 feet of freeboard shall be maintained. •Limit traffic speeds on unpaved roads to 15 miles per hour. •Apply dust suppressant to Spring Valley Road, the unpaved road accessing the Project site, before and during the construction period as needed to reduce dust associated with truck traffic. •Curtail construction activities when the County's Air Quality Index exceeds 150. •Vehicle travel distances and total traffic amounts on roads at the Project site and accessing the Project site shall be minimized through efficient planning and management. Special consideration must be given to minimizing the travel distances of heavy or heavily laden vehicles, particularly during the construction period. •During anticipated peak truck trip periods of heavy equipment and vendor deliveries, a traffic control flagger shall be present on Spring Valley Road. The traffic flagger shall enforce the 15 mile per hour speed limit for heavy vehicles on unpaved roads and shall monitor and log dust conditions, per the requirements outlined below. •Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles. •The construction contractor is the designated dust control site coordinator and is responsible for implementing dust control. It is the dust control site coordinator's responsibility to: oRead and understand applicable mitigation measures and have them available at the job site oImplement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities oUse contingency control measures when primary controls are ineffective oMonitor the worksite for compliance with the dust control mitigation measures oMaintain a daily log monitoring the implementation and effectiveness of the control measures, including offsite emissions due to material transport and other activities. •Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information: oDate oTime oWind speed oTemperature oMinutes offsite visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity oSoil conditions (damp, dry, etc.) oCorrective actions taken, if needed	Construction	RWE/Construction Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9590 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
AQ-2: Construction Equipment Requirements	During construction, diesel particulate filters or other CARB-verified diesel emission control strategies shall be installed on construction equipment. All on- and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit. All construction equipment shall be maintained in proper tune according to the manufacturer's specifications. Equipment must be checked and determined to be running in proper condition before the start of work. Idling, staging and queuing of diesel equipment within 1,000 feet of sensitive receptors shall be limited.	Construction	RWE/Construction Contractor
AQ-3: Long-Term Dust Control	Once a year generally in late spring the Project Owner shall be responsible for the application of dust suppressant to Spring Valley Road, the unpaved road accessing the Project site. The dust suppressant shall be applied on Spring Valley Road from the intersection with Walnut Drive to the entrance to the Project site. The timing of the application and the rate of application shall be to the satisfaction of the Public Works Director.	Construction/Operation	RWE
BIO-1: Protection of Special Status Species	**Parry's Rough Tarplant** A pre-construction survey for Parry's rough tarplant shall be conducted in work areas with potential habitat no more than 14 days prior to construction activities during the blooming period (May to October). If Parry's rough tarplant populations are located outside of the Project construction footprint (including staging areas), a qualified biologist shall flag an appropriate zone to completely avoid impacts to any individuals. If necessary based on the timing of the construction work, populations may also be flagged based on previous survey data of the population extents.	Pre-construction, between May and October	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Parry's Rough Tarplant** If Parry's rough tarplant populations cannot be avoided, a qualified biologist shall prepare a seed collection and replanting plan to reduce impacts to the identified special-status plant populations. Temporary impacts (impacts in areas that would be restored to natural conditions) may be mitigated by salvaging the first 6 inches of topsoil during ground disturbance, storing on-site and protecting the soil from weed seed dispersal, and then returning the soil horizon to its original profile to keep seeds at the appropriate soil depth. Permanent impacts (impacts in areas that would not be restored to natural conditions) may be mitigated by enhancing other Parry's rough tarplant habitat within or outside the Project site. Topsoil would not be salvaged in the case of permanent impacts, and other habitat enhancement methods would be used, such as seed collection and propagation, in other non-impacted locations.	Construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Burrowing Owl** The Project owner shall have pre-construction surveys performed no less than 14 days prior to the initiation of equipment staging or ground-disturbing activities (e.g., vegetation clearing or grading) and within 24 hours prior to these activities. A qualified biologist shall conduct pre-construction surveys on the site and 150-meters around the site (access permitting) in areas with suitable burrowing habitat to locate any active breeding or wintering BUOW burrows and to check known burrows. Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey methodology shall be consistent with the methods outlined in the CDFW (2012) Staff Report on Burrowing Owl Mitigation and shall consist of walking parallel transects 23 to 66 feet (7 to 20 meters) apart, noting any potential burrows with fresh BUOW sign or presence of BUOWs, and visiting potential burrows during the timeframe described in the protocol. If the work activity halts for a period of 7 days or more, the survey would need to be conducted again prior to the continuation of site activities. Copies of the survey results shall be submitted to CDFW and the Colusa County Planning Department.	Pre-construction	RWE/Environmental Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-1: Protection of Special Status Species	**Burrowing Owl** If BUOWs are detected on the Project site or within 150 meters during the pre-construction survey, a Project-specific mitigation plan shall be prepared for CDFW review and approval and implemented to protect BUOWs and their nest sites. No ground-disturbing activities, such as vegetation clearance, grading, or equipment staging shall be permitted within 330 feet from an active burrow during the breeding season (February 1 to August 31), unless otherwise approved by a qualified biologist. During the non-breeding (winter) season (September 1 to January 31), no ground-disturbing work or equipment staging shall be permitted within a buffer of 165 feet from the active burrow. Depending on the level of disturbance, a smaller buffer may be established by a qualified biologist based on the visibility and sensitivity responses of each individual BUOW or pairs in consultation with CDFW.	Pre-construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Burrowing Owl** If burrow avoidance is infeasible during the non-breeding season or during the breeding season where resident BUOWs have not yet begun egg laying or incubation or where the juveniles are foraging independently and capable of independent survival, a qualified biologist shall implement a passive relocation program in accordance with the CDFW (2012) Staff Report on Burrowing Owl Mitigation. If passive relocation is anticipated due to on-site BUOW populations, a Burrowing Owl Exclusion Plan in accordance with CDFW (2012) Staff Report on Burrowing Owl Mitigation would be included in the Project-specific mitigation plan prior to passive relocation activities.	Construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Swainson's Hawk** If construction (i.e., equipment staging, vegetation removal, or ground disturbance) is scheduled to commence outside of the Swainson's hawk nesting season (September 16 to February 28), no preconstruction surveys or additional measures are required for Swainson's hawk. During the breeding season (March 1 to September 15), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site. The survey shall focus on potential nest sites within a 0.5 mile buffer around the site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) and occur no more than 10 days prior to construction activities.	Pre-construction, only if construction is to occur during breeding season	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Swainson's Hawk** Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by Swainson's hawk without causing intrusive disturbance. If active Swainson's hawk nests are found, a 0.5-mile buffer shall be established by a qualified biologist around active nests and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest), adult and juvenile Swainson's hawks have left the area, or the breeding season has ended. Encroachment into the buffer for Swainson's hawk must be authorized by the CDFW.	Pre-construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**American Badger** A pre-construction survey for the American badger shall occur during the burrowing owl surveys. Any active American badger dens shall be avoided by establishing a minimum 50-foot buffer around the den. No construction activities shall occur within this buffer unless a qualified biologist determines that the den is inactive.	Pre-construction	RWE/Environmental Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-2 WEAP and BMPs for Biological Resources	Prior to and for the duration of construction activities, the Project owner, or its contractor, shall implement a Worker Environmental Awareness Program to train all on-site construction personnel how to recognize and protect biological resources on the Project site. The Worker Environmental Awareness Program training shall include a review of the special-status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources, highlighting Parry's rough tarplant, burrowing owl, Swainson's hawk, American badger, nesting birds, and protected waters and wetlands.	Pre-construction/construction	RWE/Environmental Contractor
BIO-2: WEAP and BMPs for Biological Resources	The Project owner shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. Buffers and avoidance areas established for biological resources, as described in**BIO-1** and **BIO-3** above, shall be delineated with stakes and/or flagging prior to construction. Construction-related activities and use of vehicles and equipment shall not occur within protected buffers or avoidance areas.	Pre-construction/construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Any sensitive habitats, including riparian areas and state and federally protected wetlands, within 50 feet of the Project impact areas shall be flagged in the field by a qualified biologist prior to Project construction. To the extent feasible, the greatest buffer (up to 50 feet) should be flagged around the sensitive habitat. No work will occur in the flagged areas. The avoidance areas will be maintained for the duration of construction activities in the vicinity of these areas.	Pre-construction/construction	RWE/Environmental Contractor
BIO-2: WEAP and BMPs for Biological Resources	To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by on-site workers for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a special-status species is trapped, the USFWS and/or CDFW shall be contacted immediately.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be covered and/or thoroughly inspected for special-status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the biologist. No handling of special-status species shall occur without consultation with the applicable agencies (CDFW, USFWS).	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Vehicles and equipment parked on the site during construction shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	A speed limit of 20 miles per hour shall be enforced within all construction areas.	Construction	RWE/Construction Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-2: WEAP and BMPs for Biological Resources	A long-term trash abatement program shall be established for construction, operation, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven (Corvus corax), coyote (Canis latrans), and feral dogs.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Intentional killing or collection of any wildlife species shall be prohibited.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Rodenticides shall not be used within the Project site except within buildings and disturbance to mammal burrows shall be avoided and minimized.	Construction	RWE/Construction Contractor
BIO-3: Protection of Nesting Birds	If construction (i.e., vegetation removal or ground disturbance) is scheduled to commence outside of the bird nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors. During the nesting bird breeding season (February 1 to August 31), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site where construction is planned. The survey shall focus on potential nest sites within a 500-foot buffer around the site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted no more than 14 days prior to construction activities. If the work activity halts for a period of 7 days or more, the survey would need to be conducted again prior to the continuation of site activities.	Pre-construction, if construction activities occur during nesting season	RWE/Environmental Contractor
BIO-3: Protection of Nesting Birds	Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance. If active nests are found, a suitable buffer (e.g., 200 feet for non-listed raptors, 50 feet for non-listed birds) shall be established by a qualified biologist around active nests and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest) or the breeding season has ended. Encroachment into the buffer may occur at the discretion of a qualified biologist for non-listed species.	Pre-construction	RWE/Environmental Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
CUL-1: Cultural Resource Worker Education and Training	Prior to Project construction related to ground disturbing activities (e.g., vegetation removal, excavation, trenching, grading), the Project proponent shall conduct a worker education awareness program for Project construction personnel. A qualified archaeologist will be retained for the Project and will prepare and present the initial cultural resource briefing of the worker education awareness program prior to ground disturbing activities. During construction, the Applicant will provide the training to all new construction personnel. The cultural resource training will include an overview of applicable laws and penalties pertaining to disturbing cultural resources, a brief discussion of the prehistoric and historic regional context and archaeological sensitivity of the area, types of cultural resources found in the area, instruction that Project workers will halt construction if a cultural resource is inadvertently discovered during construction, and procedures to follow in the event an inadvertent discovery (Inadvertent Discovery Plan discussed below) is encountered, including appropriate treatment and respectful behavior of a discovery (e.g., no posting to social media or photographs). The Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community shall be notified to participate in the cultural sensitivity/environmental training to discuss or provide text from a tribal cultural perspective regarding tribal cultural resources within the region during the initial pre-construction environmental training. In general, the protocols of the Patwin Cultural Protection and Preservation Plan shall be incorporated into said training and education.	Pre-construction	RWE/Environmental Contractor
CUL-2: Inadvertent Discovery of Archaeological Resources During Construction	A qualified archaeologist shall be retained to prepare an Inadvertent Discovery Plan for the Project and to be on-call in the event of an inadvertent discovery. The Inadvertent Discovery Plan will provide protocols and notification procedures in the event of an inadvertent discovery. During Project construction (e.g., ground disturbing activities such as vegetation removal, excavation, trenching, grading), should subsurface archaeological resources be discovered, all ground disturbing activities within 50 feet of the find shall cease and the qualified archaeologist shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and/or NRHP criteria (as applicable). If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agencies and any local consulting Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Under CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to archaeological resources qualifying as historical resources. Methods of avoidance may include, but shall not be limited to, Project reroute or re-design, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local consulting Native American representatives expressing interest in prehistoric or tribal resources. If an archaeological site does not qualify as an historical resource but meets the criteria for a unique archaeological resource as defined in Section 21083.2, then the site shall be treated in accordance with the provisions of Section 21083.2. In regard to an inadvertent discovery of human remains: existing regulations require that if human remains and/or cultural items defined by Health and Safety Code, Section 7050.5, are inadvertently discovered, all work in the vicinity of the find would cease and the Colusa County Coroner (Sheriff-Coroner Unit Telephone Number: 530.458.0200) would be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours.	Pre-construction/construction	RWE/Environmental Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
CUL-3: Inadvertent Discovery of Human Remains During Construction	The County and Applicant should continue to consult with interested tribes throughout the planning process and construction of the Project, as applicable. A tribal monitor from the Yocha Dehe Wintun Nation (or other local tribe as available) shall be notified to participate in monitoring visibly exposed, excavated subsurface soils associated with ground-disturbing construction activities (e.g. grading and trenching). The retained on-call Secretary of Interior qualified archaeologist shall assist in the preparation of a cultural resource monitoring plan and inadvertent discovery plan (CUL-2) that will include the worker resource education, inadvertent discovery procedures, and outline the guidelines for cultural resources monitoring. The Project archaeologist will coordinate with local tribes regarding the monitoring plan and tribal cultural resource monitoring of subsurface ground disturbing Project activities. At the completion of construction, a final monitoring report shall be prepared for the Project that summarizes the daily monitoring activities and resolution of any inadvertent discoveries identified during construction of the Project. The report will be submitted to the County and the NWIC.	Construction	RWE/Colusa County
GEO-1: Paleontological WEAP	Before starting construction activities, on-site personnel should be trained in basic recognition of fossils and appropriate procedures to notify management in order to engage a qualified paleontological specialist in the event that fossils are discovered during construction activities (an unanticipated find).	Pre-construction	RWE/Environmental Contractor
GEO-2: Unanticipated Find Contingency	A qualified paleontological specialist, meeting the Secretary of the Interior's Professional Qualification Standards for the Society of Vertebrate Paleontology shall be retained by the Project Owner on an on-call status, to be brought on-site to evaluate the significance of any unanticipated discovery of paleontological resources (an unanticipated find) and determine if additional study is warranted. If the significance of the find under CEQA or California Public Resources Code, Section 21082 does not warrant such study, the qualified paleontologist may decide to record the find and allow work to continue. If the discovery proves significant under CEQA, preparation of a paleontological treatment plan, testing, or data recovery may be required at the discretion of the paleontological specialist.	Construction	RWE/Environmental Contractor
NOISE-1: Noise Minimization	The Project shall implement the following construction management protocols to minimize noise impacts during construction: - Maintain all construction tools and equipment in good operating order according to manufacturers' specifications; - To the extent practicable, schedule construction activity during normal working hours on weekdays when higher sound levels are typically present and are found acceptable. Some limited activities, such as concrete pours, would be required to occur continuously until completion; - Equip any internal combustion engine used for any purpose on the job or related to the job with a properly operating muffler that is free from rust, holes, and leaks; - For construction devices that utilize internal combustion engines, ensure the engine's housing doors are kept closed, and install noise-insulating material mounted on the engine housing consistent with manufacturers' guidelines, if possible; - Limit possible evening shift work to low noise activities such as welding, wire pulling, and other similar activities, together with appropriate material handling equipment; and - Utilize a Complaint Resolution Procedure to address any noise complaints received from residents.	Construction	RWE/Construction Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9590 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
PS-1: Fire Services Mitigation Fee	Prior to issuance of a building permit for the solar and/or battery components of the Project, Project proponents shall enter into a Fire Service Mitigation Agreement with the Williams Fire Authority that contains at least the following provisions: • A Fire Service Mitigation Fee (FSMF) shall be paid each year for the life of the Project or as a lump sum payment for multiple years unti the Project is decommissioned, the site restored and the Conditional Use Permit is voided by the County of Colusa. • The FSMF is due and payable on July 1st of each year following the building permit issuance for the solar and/or battery components of the Project. • The FSMF fee shall be paid within thirty (30) days or a late penalty fee will be applied. • For the year that the building permit is issued, the FSMF fee shall be pro-rata for said year and shall be paid prior to building permit issuance for any solar and/or battery components of the project. • The FSMF shall be a total of $300,000. The FSMF shall be comprised of the Authority's existing annual Fire Suppression and Protective Services Assessment and an additional amount which both together equal $300,000. • The FSMF shall be adjusted annually pursuant to the Consumer Prices Index for the San Francisco Bay area consistent with the annual adjustment made in the annual Fire Suppression and Protective Services Assessment. • Should any Personal Protective Equipment (PPE) be damaged or rendered unusable as a result of responding to a call for service at the Project, Project Proponents shall pay the Authority the cost to repair or replace said equipment within thirty (30) days of being invoiced or a late penalty fee shall be applied. • For any service response where more than one vehicle responds, project proponents shall pay for all costs for said response according to California Office of Emergency Services' current apparatus and personnel rates within thirty (30) days of being invoiced or a late penalty fee shall be applied.	Pre-Construction/Operation	RWE
PS-2: Public Service Mitigation Fee	Prior to issuance of a building permit for the solar and/or battery components of the project, project proponents shall enter into a Public Service Mitigation Agreement with the County that contains at least the following provisions subject to Board of Supervisors' approval: •A Public Service Mitigation Fee (PSMF) shall be paid each year for the life of the project or as a lump sum payment for multiple years until the project is decommissioned, the site restored and the Conditional Use Permit is voided by the County of Colusa. •The PSMF is due and payable on July 1st of each year following the building permit final for the solar and/or battery components of the project. oThe PSMF fee shall be paid within thirty (30) days or a late penalty fee will be applied. oThe PSMF fee may be pro-rata should the solar and/or battery components become operational in phases throughout the year and/or for being operational for a portion of the year. •The PSMF shall be a total of $110,000 which shall be paid directly to the County of Colusa for unrestricted Colusa County General Fund obligations and a $15,000 payment shall be paid to the Maxwell Park and Recreation District, and a $15,000 payment shall be paid to the City of Williams which shall be used to support activities in the Williams Park and Recreation Department, and a $15,000 payment shall be paid to the Arbuckle Park and Recreation District."	Pre-Construction/Operation	RWE

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9590 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
TRANS-1: Road Inspection and Repairs	Prior to construction activities beginning and building permit issuance, the Applicant shall conduct a pre-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the pre-Project inspection documentation shall be submitted to the Public Works Director. Following completion of the construction activities, the Applicant shall conduct a post-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the post-Project inspection documentation shall be submitted to the Public Works Director. Damage determined to have been caused by Project construction traffic shall be repaired to the satisfaction of the Public Works Director. The pre-Project and post-Project inspection requirements detailed herein shall also be performed just before and immediately after project decommissioning to address any road damage as a result of decommissioning construction traffic.	Pre-Construction	RWE

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9590 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
FIRE-1: Wildfire Protection Measures	•Prior to building permit issuance, a Wildland Fire Management Plan shall be submitted to the Williams Fire Authority for review and approval. This Wildland Fire Management Plan shall detail implementation measures to control and maintain the vegetation throughout the Project site to eliminate wildland fire hazards to a level determined satisfactory by the Williams Fire Authority Fire Chief. Said implementation measures may include but not be limited to maintaining the height of the vegetation below a prescribed level, the installation of access roads/fire breaks throughout the Project site area, and/or the installation of sprinkler heads where determined necessary. •Prior to any building permit issuance, a Battery Storage Fire Management and Training Plan shall be submitted to the Williams Fire Authority for review and approval. This Battery Storage Fire Management Plan shall detail the specific details of the fire suppression protection measures that will be implemented in the battery storage facility to eliminate battery storage fire hazards to the satisfaction of the Williams Fire Authority Fire Chief. Such measures shall include but not be limited to the following as required by the Williams Fire Authority Fire Chief: o On-site water storage shall include a 50,000-gallon water storage tank with hose and truck hook-ups connections compatible with responding fire apparatus. The source and supply for the water shall be clearly identified. o Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations, and potentially a heat flux analysis utilizing computational fluid dynamic modeling software. The computational fluid dynamic modeling shal be submitted for review and approval. o The battery containers shall receive a UL 9540 certification. If a UL 9540 certification cannot be provided, a Nationally Recognized Testing Laboratory, approved by the Williams Fire Authority and qualified to conduct the field testing, shall conduct a field evaluation of one typical system utilizing the field evaluation procedures detailed by that testing laboratory, as approved by the Williams Fire Authority. Upon passing the field test, the testing laboratory shall provide a label certifying that the system has been evaluated to UL 9540 standards and meets or exceeds these standards. The Project Owner is responsible for making any and all required changes to the battery storage units to obtain the UL 9540 certification or the testing equivalent to the satisfaction of the Williams Fire Authority. Should the Project Owner place on the site more than one battery storage prior to obtaining approval of the Williams Fire Authority of the UL 9540 certification or the testing equivalent, it does so at its own risks and no battery storage unit shall be connected, operational, and/or energized in any way until such certification approval is obtained and any required modifications have been made to the satisfaction of the Williams Fire Authority. Should the test battery storage unit require being connected and/or energized to perform the field certification testing, the Williams Fire Authority may approve said connection and/or energization based on its sole discretion subject to any additional requirements. o Specific details and best practices on the procedures and fire fighting tactics on responding to a fire from the solar panels and battery storage system. • Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis. • As part of the siting of the battery storage system, adequate setback shall be provided to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the Project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the Fire Chief.	Pre-Construction	RWE/Environmental Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9590 : Appeal of

Exhibit "C"
USE PERMIT #20-01 (PD-3829)
JANUS SOLAR PV, LLC

February 13, 2024
DATE

UP #20-01 (PD-3829)
PERMIT NO.

018-050-005, 006, and 013
ASSESSORS PARCEL NO.

Pursuant to Colusa County's Zoning Ordinance, JANUS SOLAR PV, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the Zoning Administrator.

C. The use shall be limited to the project described in the Janus Solar Environmental Impact Report certified by the Board of Supervisors attached as Exhibit "A" and herein incorporated by reference herein. Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "B" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

F. The use granted by this permit must be established within 24 months of the date that the Board of Supervisor's adopted the approval resolution. Upon written request by the applicant, the Board of Supervisor's may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)
JANUS SOLAR PV, LLC

G. 1.) The project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply to meet the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa CUPA Business Plan requirements;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Authority;

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

4.) Regional Water Quality Control Board;

5.) State and Federal Departments of Fish and Game; and

6.) California Department of Transportation (Caltrans)

I. The project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. Prior to building permit issuance, the Applicant shall submit a Local Tax Purchasing Plan to the Community Development Director for review and approval which details the requirements and actions that will be taken to procure equipment and materials necessary for the development of the project in a manner that maximizes the amount of sales tax able to be captured and allocated to Colusa County.

K. The applicant shall track the number and species of birds that may have died as a result of impacting solar panels throughout the life of the project. Any bird fatalities incidentally observed by operations staff should be logged. This information shall be collected on a calendar year basis and no later than January 31 of each year, the total number of bird deaths believe to occur as a result of solar panel strikes shall be submitted to the Community Development Director. The information shall include the total number of deaths per month and species to the satisfaction of the Community Development Director.

L. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be non-reflective and earth tones to blend into the surrounding environment

M. The approval of this Use Permit is contingent upon the Board of Supervisors processing the cancellation request of the properties' Williamson Act Contracts pursuant to Mitigation Measure AG-1 and determining whether the contracts must be cancelled, whether the project is considered compatible, and under what conditions, or any other potential option available under State law and the County's Williamson Act program to site solar projects on Williamson Act contracted lands. This determination and any conditions resulting from such determination must be finalized prior to the expiration of the Use Permit pursuant to the use permit time lines detailed in these conditions. Should the contracts be cancelled, acceptance back into the County's Williamson Act program shall be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. No contract re-entry shall occur in any event until after the project and has been fully decommissioned and returned to its pre-project state.

N. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5 pm on Saturday and Sundays.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)
JANUS SOLAR PV, LLC

O. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

P. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing,

Q. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a non-reflective (flat) dark brown color to resemble the coloration of adjacent wooden power poles. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

R. Prior to permit issuance, the applicant shall pay all required building, fire and construction permit fees.

S. Prior to building permit issuance, an engineer's estimate for decommissioning the project and returning it back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. One year before decommissioning, the applicant shall submit an updated project specific decommissioning plan (including the location of the applicable disposal sites) to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

T. Prior to installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval. In general, the design of the fencing shall incorporate rural fencing characteristics to the greatest extent possible and avoid industrial or institutional designs.

U. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)
JANUS SOLAR PV, LLC

V. The County's, Fire, and Park and Recreation Public Service Mitigation Fee Agreements shall include an inflation escalation clause based on the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region. In addition, the Park and Recreation Public Service Mitigation Fee Agreements shall specify a total annual payment of $15,000 to each of the three park and recreation districts.

W. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling. Included in this permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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August 11, 2023

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VIA FEDERAL EXPRESS AND E-MAIL

Ann Nordyke
Chief Board Clerk
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Notice of Intent to Appeal – Janus Solar Use Permit #20-01 (PD-3829)

Dear Board Clerk:

We write to provide notice that our client, Janus Solar PV, LLC ("Janus Solar") intends to appeal the decision of the Colusa County Planning Commission ("Planning Commission") denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board").

On August 2, 2023, the Planning Commission voted to deny (1) certification of the Environmental Impact Report ("EIR") and (2) the Conditional Use Permit ("Use Permit") for the Project, each on the grounds of unspecified inconsistencies with the Colusa County General Plan ("General Plan"). The Planning Commission's decision to deny these approvals due to purported inconsistencies with the General Plan is arbitrary and lacks satisfactory evidence.

As detailed in the Planning Commission Staff Report, the Project is *consistent* with the General Plan, as it is located within the "Agricultural Upland" General Plan designation which allows for solar energy production.[1] The Project is also consistent with the Colusa County Zoning Code ("Zoning Code"). Section 44-2.20.30 of the Zoning Code allows for "Energy Generation for Off-Site Use" within agricultural zones subject to a conditional use permit—precisely the approval Janus Solar seeks here.[2] Further, the EIR and the proposed Use Permit for the Project include several measures to mitigate any potential impacts to surrounding land uses including a commitment to use non-reflective materials that blend into the natural environment, a time-restricted construction schedule, and a single point of contact should any project-related issues arise.[3] These measures, and the weight of the evidence in the record as a whole, demonstrate consistency with the General Plan.

[1] Janus Solar August 2, 2023 Planning Commission Staff Report Packet (with attachments) (pp. 14–15) https://www.countyofcolusa.org/DocumentCenter/View/16652/2023-08-02-Planning-Commission-Agenda-Staff-Report-Packet-Janus-Solar-Project
[2] *Id.* at 15.
[3] *Id.* at 15–16.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission is anticipated to adopt a resolution with written findings denying certification of the EIR and the Use Permit for the Project at the September 6, 2023 Planning Commission meeting. Once the Planning Commission adopts a resolution confirming the decision and detailing its findings, Janus Solar will provide additional specific reasons for appeal in a supplemental letter of appeal to the Board within 10 days, as required by Section 44-1.80.080 of the County Code. Concurrent with this notice, Janus Solar submitted the $750.00 filing fee for the appeal to the Board Clerk by mail to the above-mentioned address.

We appreciate staff's diligent efforts to date, and look forward to the opportunity to present the merits of the Project to the Board.

Sincerely,



Garrett Colli

CC: Patricia Rodriquez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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September 18, 2023

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VIA FEDERAL EXPRESS AND EMAIL

Kent S. Boes, Chair
Gary J. Evans, Vice-Chair
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Jose Merced Corona, Board Member

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

On behalf of Janus Solar PV, LLC ("Janus Solar"), we write to appeal Colusa County Planning Commission ("Planning Commission") Resolution No. 23-006 denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board"). Janus Solar provided a Notice of Intent to Appeal ("Notice") to the Board on August 11, 2023, for purposes of satisfying County Code Section 44-1.80.080 (*see* **Exhibit 1**). As indicated in our Notice, Janus Solar now provides additional analysis of the specific reasons for appeal in light of the Planning Commission's adoption of Resolution No. 23-006 on September 6, 2023.

For the reasons described below, Janus Solar respectfully requests the Board certify the Environmental Impact Report ("EIR"), adopt the Mitigation Monitoring and Reporting Program ("MMRP"), and issue the Conditional Use Permit ("Use Permit") for the Project.

I. Executive Summary

Janus Solar seeks the Board's approval for a Project that wholly aligns with the vision set forth in the Colusa County General Plan and Zoning Code: a passive solar project compatible with existing agricultural uses. Equally important, the Project is consistent with a landowner's desire to establish a productive use of non-prime farmland while maintaining existing agricultural operations: both goals which can be accomplished under the existing land use designations for the property. The Board's decision on this Project will undoubtedly set a precedent for what a landowner can do within the confines of their own property, particularly when such activities are compatible with applicable agricultural land use designations under the County's adopted policies.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission erroneously denied: (1) certification of the EIR; (2) adoption of the MMRP; and (3) issuance of the Use Permit based on purported inconsistencies with the General Plan and Zoning Code. These findings are not supported by the record and are therefore legally invalid.

The EIR[1] meets the disclosure requirements of the California Environmental Quality Act ("CEQA") and the statute's mandate to identify potentially significant impacts and incorporate feasible measures to mitigate any such impacts. The EIR correctly found "no impact" regarding land use consistency because the Project is *consistent* with the General Plan and Zoning Code. The only information in the record that suggests otherwise is speculative argument from Project opponents, which does not amount to "substantial evidence" under CEQA.

The Project also meets both requirements for issuance of a Use Permit. First, the Project is consistent with the plain text of the General Plan and Zoning Code, which allow off-site solar in agricultural designations subject to a Use Permit. Further, the provisions of the Energy Production (EP) Overlay Zone are irrelevant since the County has not applied that overlay zone to the property. The EP Overlay Zone is an optional tool that, if applied, allows for streamlined approval of energy projects with a *staff-level Minor Use Permit* (compared to a full Use Permit). To date, the County has not applied the EP Overlay Zone to any property and it does not apply to this site; as a result, Janus Solar is pursuing a Board-issued Use Permit rather than a Minor Use Permit as contemplated by the Code.

Second, the Project is not detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area. The EIR carefully analyzed all potentially significant Project impacts and requires mitigation to reduce any impacts pursuant to well-established objective standards. Janus Solar also commits to numerous conditions to further minimize the Project's impacts on neighboring properties, including the use of colors/finishes that blend into the natural environment, a time-limited construction schedule, and a single point-of-contact for dust control.

In addition to measures that proactively reduce potential significant impacts to the community, the Project includes significant County-wide benefits and contributes to diversification of the County's economy (a stated goal in the General Plan). The economic benefits to the County and the community during construction alone are significant. The Project will add an estimated 200 local jobs and generate sales tax projected to exceed $3,200,000, resulting in a total economic output of $15,900,000 during the approximately 11-month construction period. Once operational, the Project is anticipated to generate as much as $442,713 in property taxes each year for the 35-year life of the Project.

Janus Solar will provide an annual $300,000 Fire Services Mitigation Fee and an annual $100,000 Public Services Mitigation Fee to ensure the Project accounts for any potential impacts to public services. The Fire Services Mitigation Fee directly supports the Williams Fire Protection Authority and is designed to guarantee staffing for firefighting service 24-7 for the life of the Project. Janus

[1] "EIR," as referenced throughout, refers to the October 8, 2021 Draft EIR together with the February 3, 2023 Final EIR, Appendices, and all other studies or documents prepared for environmental review, as these documents together represent the totality of the EIR under CEQA. In select circumstances, the Final EIR is distinguished from the Draft EIR for clarity and/or ease of reference.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Solar will pay the fee even if there is never a single call for service to the Project site. The Public Services Mitigation Fee will be paid directly to the County for unrestricted General Fund obligations.

The benefits of the Fire Services Mitigation Fee extend far beyond the Project footprint—the Williams Fire Protection Authority is at risk of losing four full-time firefighters due to a grant set to expire in 2024. The Fire Services Mitigation Fee will provide alternative funding to maintain those positions for the next 35 years. This benefit will amount to $10,000,000 of fire protection resources over the life of the Project, providing a critical service to other County residents and businesses. For these many reasons, the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area and satisfies the requirements for a Use Permit.

Over the past four years, Janus Solar has worked closely with the County to not only design a Project that aligns with the County's existing land use policies, but also to make sure all potential impacts have been thoroughly addressed. We appreciate the Board's review of this Project.

II. Background

Janus Solar seeks a Use Permit to construct an 80 megawatt (MW) solar facility on 768 of 1,024 acres of non-prime agricultural land approximately 6.5 miles west/southwest from the City of Williams. The solar facility would be paired with on-site battery storage to enable the power generated to be deployed when the grid needs it most. A new generation-intertie ("gen-tie") line (which will be built on the Project site and within other existing County rights-of-way) will connect the solar facility to the nearby PG&E-owned Cortina Substation (approximately four miles from the Project site). The Project footprint overlaps three parcels (APNs 018-050-005-000, 018-050-006-000, and 018-050-013-000), all owned by the Favero family and currently designated as Agricultural Upland (AU) and zoned as Foothill Agriculture (F-A). The parcels have no irrigation connection and certain portions of the property that the Favero family currently use for cattle grazing would remain undisturbed, allowing the Project to co-exist with agricultural operations at the site.

At the end of the Project's 35-year operational period, Janus Solar will decommission the Project by removing the solar panels, batteries, and all related facilities and return the land to its current state. Janus Solar's obligation to complete the removal and any needed restoration of the land will be secured by a bond held by the County. Thus, if, in the extremely unlikely scenario that Janus Solar were to default on its obligation to complete removal and restoration, the County would have the funds available to hire a contractor to complete that work as required by the Use Permit conditions.

After removal of the facilities, the Favero family will have the option to return the property to cattle grazing or any other use allowed under the General Plan and County Code. Issuance of the Use Permit would not change the existing agricultural land use, General Plan, or zoning designations for the site.

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A. Reasons for Appeal

On September 6, 2023, the Planning Commission adopted Resolution No. 23-006 denying (1) certification of the EIR, (2) adoption of the MMRP, and (3) issuance of the Use Permit for the Project on the grounds of inconsistencies with the Colusa County General Plan ("General Plan") and the Colusa County Zoning Ordinance ("Zoning Code").[2] Specifically, the Planning Commission found the Project inconsistent with agriculture-focused goals, objectives, and action items in the General Plan, including Objective AG 1-A and Policy AG 2-1.[3] In addition, the Planning Commission found the Project inconsistent with Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) because the Project "would be located on land that is currently under Williamson Act contract."[4]

As detailed below, the Planning Commission's decision to deny each Project approval based on the findings in Resolution No. 23-006 is arbitrary and unsupported by evidence.

- First, declining to certify the EIR based on General Plan and Zoning Code inconsistencies is improper. Certification is a straightforward analysis of an EIR's legal adequacy under CEQA separate from consideration of project approval.

- Second, the EIR sufficiently mitigates environmental impacts as required by CEQA, and none of the evidence before the Planning Commission controverts the EIR's conclusions that the Project is *consistent* with the General Plan and Zoning Code.

- Third, the Project is expressly consistent with both the General Plan and the Zoning Code. Off-site energy production (including solar) is allowed with a Use Permit, which is precisely the approval Janus Solar seeks.

The General Plan and Zoning Code allow for off-site solar facilities on the property with a Use Permit. As it would for any other conditional use, County staff designed Use Permit conditions to ensure compatibility between the Project and adjacent agricultural users. For the Planning Commission to conclude that the Project—which is allowed with a Use Permit—is "inconsistent" with the General Plan because it is not a traditional agricultural use falls below the Planning Commission's duty to fairly and independently evaluate the Project on its merits under the law.

B. Standard of Review

The Board reviews decisions by the Planning Commission *de novo*.[5] In reviewing the Planning Commission's decision, the Board must "consider all issues raised by the appellant and may consider other relevant issues related to the project being appealed."[6] The Board should therefore consider the totality of evidence in the record and render a decision on the merits of certification of the EIR, adoption of the MMRP, and issuance of the Use Permit. Because the Board's review

[2] Resolution No. 23-006 (adopted Sept. 6, 2023).
[3] *Id.* at § I(A).
[4] *Id.* at § I(B).
[5] *See generally* County Code § 44-1.80.080.
[6] *Id.* at § 44-1.80.080.D.

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is *de novo*, the Board has the opportunity to undertake its own, independent analysis and to weigh the facts carefully in light of the controlling General Plan, Zoning Code, and CEQA requirements.

III. The EIR is Legally Adequate and Mitigates all Potentially Significant Environmental Impacts as Required by CEQA

The Planning Commission denied certification of the EIR and adoption of the MMRP on the basis of inconsistencies with General Plan Objective AG 1-A, General Plan Policy AG 2-1, and Zoning Code 44-2.80.020.C.b (Energy Production (EP) Overlay Zone).[7] The findings are not supported by substantial evidence in the record. As detailed below, the EIR meets the statutory requirements for certification and incorporates mitigation to avoid or substantially lessen all potentially significant impacts, as required by CEQA. Further, the EIR correctly found "no impact" with respect to land use policy because the Project is consistent with the General Plan and Zoning Code.

A. The EIR is Legally Adequate Under CEQA and Should Be Certified

Certification is a determination that an EIR meets the legal requirements under CEQA separate and distinct from project approval.[8] It is a straightforward analysis to confirm that the EIR: (1) was prepared in compliance with CEQA; (2) reflects the lead agency's independent judgment and analysis; and (3) was presented to the decision-making body, which reviewed and considered the information.[9] The EIR prepared for the Janus Solar project meets all three requirements and should be certified separate from the Board's subsequent consideration of project approval.

The County, as lead agency under CEQA, prepared the Draft EIR in compliance with CEQA and published the Draft EIR on October 15, 2021, for 45-day public review.[10] To prepare the document, the County enlisted an expert CEQA firm to perform all required technical analysis and to evaluate the Project pursuant to all applicable statutory and regulatory requirements. The County's experienced Community Development Department staff supervised this work, and ultimately reviewed and approved the Draft EIR as satisfactory for public review before publishing the document for 45-day review.

The County reviewed all public comments and responded to each comment in the Final EIR.[11] The Final EIR also includes minor revisions to the Draft EIR based on the County's careful consideration of comments received as required by CEQA.[12] The EIR reflects the County's independent judgment, evidenced by robust analysis by staff both in the EIR itself and various reports prepared by staff for the Planning Commission.[13] Staff presented the EIR to the Planning Commission, which reviewed and considered the information in the EIR.[14]

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[7] Resolution No. 23-006.
[8] *Department of Water Resources Environmental Impact Cases* (2022) 79 Cal.App.5th 556, 575.
[9] 14 California Code of Regulations (CCR) § 15090(a).
[10] Final EIR, at p. 1-1.
[11] *See* Final EIR, Chapter 2 Response to Comments.
[12] *See* Final EIR, Chapter 3 Minor Revisions to the Draft EIR.
[13] *See generally* Final EIR and Draft EIR; *see also* Planning Commission Staff Report Packet (Doc ID: 9150, Packet pp. 17–34) (Aug. 2, 2023) (hereinafter "Staff Report").
[14] *See id.*, Exhibit A (Final EIR and Draft EIR).

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The EIR is legally adequate under CEQA—satisfying all required criteria—and should therefore be certified by the Board. The Planning Commission's findings denying certification of the EIR on the basis of the Project's inconsistencies with the General Plan and Zoning Code is improper and is not supported by substantial evidence in the record.

B. The EIR Evaluates All Potential Environmental Impacts and Incorporates Mitigation as Required by CEQA

Lead agencies are responsible for determining whether project impacts are classified as "significant," "less than significant," or "no impact" by evaluating each impact against appropriate, fact-based thresholds.[15] When potentially significant impacts are identified, CEQA requires adoption of mitigation measures to substantially lessen or avoid those impacts to the extent feasible.[16] A lead agency's finding of significance and, relatedly, development of adequate mitigation measures, must be supported by substantial evidence in the record.[17]

"Substantial evidence" means "enough relevant information and reasonable inferences [such that] a fair argument can be made to support a conclusion, even though other conclusions might also be reached."[18] Substantial evidence must include facts, reasonable assumption predicated on facts, and expert opinion supported by facts.[19] "Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence."[20]

Here, the EIR carefully analyzes environmental impacts and requires mitigation measures (as set forth in the MMRP) that substantially lessen or avoid all potentially significant impacts, as required by CEQA. All impacts are mitigated to below significant levels. The Planning Commission's decision to deny certification of the EIR is not supported by substantial evidence in the record.

1. The EIR Correctly Found "No Impact" on Land Use and Planning Because the Project is Consistent with the General Plan and Zoning Code

The Planning Commission's decision to deny certification of the EIR based on purported General Plan inconsistencies is unsupported by substantial evidence. The "Land Use/Planning" section of the EIR, includes a detailed evaluation of the Project relative to the General Plan and Zoning Code and concluded that the project would *not* "cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect."[21]

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[15] 14 CCR § 15064(b).
[16] Public Resources Code (PRC) § 21002, § 21002.1(b); *see also* 14 CCR § 15021(a), § 15091(a)(1).
[17] 14 CCR § 15091(b).
[18] 14 CCR § 15384(a).
[19] 14 CCR § 15384(b).
[20] 14 CCR § 15384(a).
[21] Draft EIR, at p. 4.11-4.

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The Project requires no change to the property's existing General Plan or zoning designations, and the EIR's finding of "no impact" with respect to land use policy is supported by analysis of the plain language of the General Plan and Zoning Code. The EIR explains:

> The Project site is designated in the Colusa County General Plan as 'General Agriculture' and 'Upland Agriculture,' in which cultivated agriculture, industrial and commercial agriculture, agricultural tourism, timber, mining, energy production (including solar), single family housing, and farmworker housing are allowed and appropriate uses (see Colusa County General Plan Land Use Element Table LU-1). No overlay designations, regional plans, community plans, or specific plans described in the Colusa County General Plan apply to the Project site . . . .[22]
>
> The Project site is located in Colusa County's Foothill Agriculture (F-A) and Exclusive Agriculture (E-A) zones (Colusa County 2014). The Colusa County Zoning Code addresses allowable uses in E-A and F-A zoning districts, which allow energy generation for off-site use with a Use Permit or a Minor Use Permit with an Energy Production (EP) Overlay Zone. Based on consultation with the County, the Applicant is pursuing a Use Permit for the Project.[23]

The EIR concludes that the Project is consistent with applicable provisions of the General Plan (i.e., Policy AG 1-2, Policy AG 2-5, and Policy LU 2-11) which is the only reasonable interpretation of those same provisions.[24] *See also* Section IV.A.1 (analysis of the Project's consistency with additional General Plan provisions).

- **Policy AG 1-2**: As further detailed in Section IV.A.1, the Project is consistent with Policy AG 1-2. Policy AG 1-2 states: "Lands designated for agricultural uses shall remain designated for agriculture and not be rezoned or redesignated to an urban use . . . ."[25] The EIR concludes the Project is consistent with Policy AG 1-2 because the "site would remain designated for agriculture and not be rezoned or redesignated for an urban use."[26]

- **Policy AG 2-5**: The Project is also consistent with Policy AG 2-5, which calls for the County to "[e]ncourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, *and solar or wind farms*."[27] The Project directly implements the stated goal of development of solar farms in agricultural designations. The EIR further concluded the Project is consistent with Policy AG 2-5 because "it would feature alternative energy . . . and solar or wind farms while maintaining livestock grazing on adjacent portions of the [ ] parcels outside of the Project site and under the same landowner."[28]

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[22] Draft EIR, at p. 4.11-2.
[23] *Id.* at p. 4.11-3.
[24] *Id.* at p. 4.11-4.
[25] General Plan, at p. 2-2.
[26] Draft EIR, at p. 4.11-4.
[27] General Plan, at p. 2-7 (emphasis added).
[28] Draft EIR, at p. 4.11-4.

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- **Policy LU 2-11**: Finally, the Project is consistent with Policy LU 2-11, which states: "Develop accommodations for the development of large-scale commercial energy production, such as solar, on agricultural parcels. Such projects shall require the following: A use permit. An energy production overlay zone. Detailed and rigorous site planning and development standards. Such projects shall only be located on agricultural parcels with marginal or poor farmland. Prime farmlands are not appropriate for this type of development."[29] The EIR found the Project consistent with Policy LU 2-11 because it allows for "development of large-scale commercial solar energy production with a Use Permit on non-prime agricultural land."[30] The EIR's analysis is further supported by the low Land Evaluation and Site Assessment ("LESA") score for the Project site, which indicates that the Project "will not result in a significant loss of farmland and will not have a significant impact on agricultural land use."[31] The "energy production overlay zone" aspect of Policy LU 2-11 is addressed in Section IV.A.3 below.

The EIR also correctly finds express consistency with the Zoning Code. The Project site is zoned Foothill Agriculture (F-A) and Exclusive Agriculture (E-A), within which the "County allows [for] commercial scale solar facility projects *through the Use Permit process*, as described in Zoning Code §44-2.20.30."[32] A Use Permit is precisely the approval Janus Solar seeks.

The Planning Commission's determination in Resolution No. 23-006 that the Project is not consistent with General Plan Objective 1-A and Policy AG 2-1, as well as Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone), is not only an unreasonable interpretation of the policies (as detailed in Section IV.A below) but, specific to CEQA, the findings are not supported by substantial evidence in the record. The Resolution itself does not cite any evidence in the record (EIR or otherwise) to support the Planning Commission's findings. The only evidence in the record that support these purported inconsistencies with the General Plan is speculative comments and testimony from Project opponents, and argument and speculation does not amount to substantial evidence under CEQA.[33]

2. The EIR Correctly Found "No Impact" or "Less Than Significant" Impact to Aesthetics, Analyzed in Accordance with the CEQA Guidelines

The EIR properly analyzed Project aesthetics in accordance with significance thresholds in Appendix G of the CEQA Guidelines and did not find significant impacts related to aesthetics or viewshed.[34] These findings are supported by substantial evidence.

- **No effect on a scenic vista**: The Project would not have a substantial adverse effect on a scenic vista because "[n]o designated scenic vistas are located within visible distance of the Project site."[35] The Project would not substantially damage scenic resources

[29] General Plan, at p. 8-20.
[30] Draft EIR, at p. 4.11-4.
[31] Draft EIR (Appendix B), at p.1.
[32] Draft EIR, at p. 4.11-4 (emphasis added).
[33] *See* Staff Report, Packet pp. 48, 1048 (Nov. 22, 2021 and Mar. 24, 2023 and comments submitted by Clark & Nelson), as well as Mr. Nelson's testimony at the Aug. 2, 2023 Planning Commission Meeting.
[34] Draft EIR, at pp. 4.3-1–4.3-19; *see also* CEQA Guidelines,14 CCR Div. 6 Ch. 3 Appendix G.
[35] Draft EIR, at p. 4.3-15.

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because "[t]here are no officially designated state scenic highways in the vicinity of the Project site."[36] In fact, "[t]he sections of SR-16 and SR-20 that are designated as eligible state scenic highways are located approximately 6.5 miles from the Project site. Due to terrain and distance, the Project site is not visible from these sections of these highways, therefore, no impact to a scenic highway will occur."[37]

- **No substantial degradation of existing visual character or public views**: The Project would also not substantially degrade the existing visual character or quality of public views of the site and its surroundings.[38] Following the U.S. Bureau of Land Management's objective contrast rating system, the County evaluated views of the Project from six different key observation points from which the infrastructure would be noticeable to the casual observer (i.e., not someone actively searching for the Project).[39] The EIR includes a detailed description of the views from each observation point, concluding in each case that the Project is either not visible or, when barely visible, that the contrast between the Project and existing landforms and vegetation would be minor and less than significant.[40]

- **Not a new source of light or glare**: Finally, the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.[41] The Project will provide a minimum amount of downward-facing safety and security lighting that will be shielded to focus illumination in the immediate area.[42] Light reflection from the solar facility itself is inherently low, as photovoltaic panels are designed to capture (not reflect) sunlight and have a lower refraction/reflectivity index than common sources of glare in residential environments.[43] Any potential glare is further reduced by the application of anti-reflective coatings to the panels.[44] In addition, any light reflected would travel above the line of sight of most viewers because solar panel tracking systems position the array so that the sun is always perpendicular to the panel.[45]

3. The EIR Incorporates Mitigation Measures that Avoid or Substantially Lessen all Potentially Significant Environmental Impacts

The EIR concluded that nine Project impacts have the *potential* to be significant, each of which can be reduced to less than significant levels with mitigation. These include (discussed in sequence below): Impact 4.1-2 (Williamson Act), Impact 4.2-3 (Sensitive Receptors During Construction), Impact 4.4-1 (Special Status Species), Impact 4.4-5 (Local Policies Protecting Biological Resources), Impact 4.5-2 (Archaeological Resources), Impact 4.7-6 (Paleontological Resources), Impact 4.13-1 (Noise), Impact 4.15-11 (Public Services), and Impact 4.18-1 (Tribal Resources).

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[36] Draft EIR, at p. 4.3-15.
[37] *Ibid.*
[38] Draft EIR, at pp. 4.13-15–4.13-17.
[39] *Id.* at pp. 4.3-1–4.3-2.
[40] *Id.* at pp. 4.13-15–4.13-17.
[41] Draft EIR, at p. 4.3-18.
[42] *Ibid.*
[43] *Ibid.*
[44] *Ibid.*
[45] *Ibid.*

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- **Impact 4.1-2 (Williamson Act)**: The MMRP requires that Janus Solar petition for cancellation from the Board prior to construction.[46] This aligns with the position of the Board's Ad-Hoc Williamson Act Committee, which previously reviewed the Project. In other words, the MMRP includes mitigation that prevents the Project from being constructed unless and until the contracts are addressed pursuant to the Williamson Act.

- **Impact 4.2-3 (Sensitive Receptors During Construction)**: The EIR and MMRP include mitigation to reduce impacts to sensitive receptors, including dust during construction, to less than significant levels.[47] Janus Solar will water unpaved roads twice daily during dry conditions and apply dust suppressant to Spring Valley Road as often as necessary to reduce dust impacts during construction.[48] Janus Solar will also provide an on-site dust control coordinator to ensure that dust is mitigated as called for in the MMRP, and to immediately resolve any issues or concerns from neighboring properties.[49]

- **Impacts 4.4-1 (Special Status Species):** To avoid environmental constraints, approximately 768 acres of the total 1,024-acre site will be used for the Project.[50] Most of the development within the 768-acre footprint will occur within agricultural fields and non-native grassland and herbaceous habitats that are already disturbed by cattle grazing.[51] The EIR analyzed for potential impacts to special status species within the areas to be disturbed and includes detailed measures (e.g., pre-construction surveys, appropriate buffer zones, and other best management practices) to avoid or substantially lessen any potential impacts to below significant levels.[52]

- **Impact 4.4-5 (Local Policies Protecting Biological Resources):** The EIR analyzed the Project in the context of local policies protecting biological resources and concluded there is no conflict "because the Project would not impact oak woodlands or oak trees, and would avoid impacts to riparian and wetland habitats."[53] Nonetheless, the EIR confirms that any potential impacts due to conflicts with local policies would be mitigated to less than significant levels by the suite of biological mitigation measures for the Project.[54]

- **Impact 4.5-2 (Archaeological Resources)**: The EIR concluded the Project would not have a significant impact on historic or unique resources, but that the Project could potentially impact previously unidentified, buried archaeological resources during construction.[55] To reduce potential impacts on unknown archaeological resources to below significant levels, the MMRP requires worker awareness training regarding tribal

[46] Mitigation Measure AGR-1: Williamson Act Cancellation.
[47] *See* Draft EIR, at p. 4.2-15–4.2-22.
[48] Mitigation Measures AQ-1: Dust Control Measures, AQ-2: Construction Equipment Requirements, and AQ-3: Long-Term Dust Control.
[49] Mitigation Measure AQ-1: Dust Control Measures.
[50] Draft EIR at p. 4.4-25.
[51] *Id.* at p. 4.4-26.
[52] Mitigation Measures BIO-1: Protection of Special Status Species, BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources, and BIO-3: Protection of Nesting Birds.
[53] Draft EIR, at p. 4.4-30.
[54] *Ibid.*
[55] Draft EIR, at pp. 4.5-21–4.5-22.

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cultural resources, procedures to address inadvertent discovery of resources, and oversight of construction by a tribal monitor.[56]

- **Impact 4.7-6 (Paleontological Resources)**: The surface and underlying geologic units within the Project site have moderate paleontological sensitivity.[57] The Project is only expected to impact the uppermost layers and the EIR includes mitigation to reduce potential impacts to paleontological resources during ground-disturbing activities to below significant levels.[58] Janus Solar will conduct worker education prior to starting construction and a qualified paleontologist will be retained to evaluate any unanticipated discoveries.[59]

- **4.13-1 (Noise During Construction)**: The EIR includes mitigation to reduce the impact of temporary noise during construction to less than significant levels.[60] Janus Solar will implement several protocols to reduce noise during construction, including: minimizing major dirt-moving activities to daytime hours/limiting evening hours to low noise activities, equipping internal combustion engines with appropriate mufflers or other noise-reduction materials, and employing a complaint resolution procedure.[61]

- **Impact 4.15-11 (Public Services)**: The EIR includes extensive mitigation measures to substantially reduce or eliminate potential impacts to public services, including fire protection.[62] Although not required under CEQA, Janus Solar will provide an annual $300,000 "Fire Mitigation Services Fee" to bolster fire protection services within the County for the life of the Project, as well as a commitment to provide reimbursement for all costs associated with a fire department call to the Project site that requires more than one vehicle to respond.[63] The EIR also determined the Project would not exacerbate wildfire risks (i.e., "less than significant"), but Janus Solar nonetheless commits, as a mitigation measure, to work with the Williams Fire Protection Authority to develop a comprehensive Wildland Fire Management Plan prior to building permit issuance.[64]

  Regarding fire risk, RWE, Janus Solar's parent company, has developed 17 solar and battery storage projects in the United States (eight of which have already achieved commercial operations) and none have resulted in any incidents of fire. Nevertheless, Janus Solar will provide the Fire Services Mitigation Fee as a significant public benefit to the County at a cost of more than $10,000,000 over the life of the Project, even if Janus Solar never requires a single call for service. The Fire Services Mitigation Fee will ensure permanent fire personnel are available 24 hours per day, 365 days per year to respond to any potential fire, which will undoubtedly provide critical service to many other County

[56] Mitigation Measures CUL-1: Cultural Resource Worker Education/Training, CUL-2: Inadvertent Discovery of Archaeological Resources During Construction, and CUL-3: Inadvertent Discovery of Human Remains During Construction.
[57] Draft EIR, at pp. 4.7-11–4.7-12.
[58] *Id.* at 4.7-12.
[59] Mitigation Measures GEO-1: Paleontological Worker Education and Awareness Program and GEO-2: Unanticipated Find Contingency.
[60] Mitigation Measure NOISE-1: Noise Minimization.
[61] *Ibid.*
[62] Mitigation Measures PS-1: Fire Services Mitigation Fee and PS-2: Public Services Mitigation Fee.
[63] Mitigation Measure PS-1: Fire Services Mitigation Fee.
[64] Mitigation Measure FIRE-1: Wildfire Protection Measures.

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residents and businesses throughout the 35-year Project period.[65] The Williams Fire Protection Authority is at risk of losing four full-time firefighters due to a grant set to expire in 2024.[66] Approval of this Project and the associated Fire Services Mitigation Fee will provide alternative funding required to maintain these positions.

In addition, Janus Solar will provide an annual $100,000 Public Services Mitigation Fee direct to the County for unrestricted General Fund obligations, totaling $3,500,000 over the 35-year life of the Project.[67] Janus Solar will also provide $10,000 annually each to the Maxwell Park and Recreation District, the City of Williams (to support the Williams Park and Recreation Department), and the Arbuckle Park and Recreation District.[68] Together, these commitments provide flexibility for the County to address unmet public service needs far beyond the Project footprint.

- **Impact 4.18-1 (Tribal Resources)**: The EIR did not identify tribal cultural resources listed in a local register or eligible/listed as eligible to the California Register of Historical Resources within the Project site.[69] The Project is located within the aboriginal territories of the Yocha Dehe Wintun Nation and therefore includes mitigation measures to ensure any potentially significant impacts to sensitive resources are mitigated to less than significant levels.[70] Janus Solar will work closely with the Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community to collaborate on cultural resource protection and design the required pre-construction training.[71]

In sum, the Project mitigates all potentially significant impacts to less than significant levels, and the record does not contain substantial evidence to support inconsistencies with the General Plan or Zoning Code. The Board of Supervisors should therefore certify the EIR and adopt the MMRP.

IV. The Project Satisfies the County's Requirements for Issuance of a Use Permit

To issue a Use Permit, the County must find that: (1) the proposed use is consistent with the General Plan and Zoning Code and (2) the "establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."[72] The Project meets both of these requirements. Thus, the Planning Commission's finding denying the Use Permit based on General Plan and Zoning Code inconsistencies is an unreasonable interpretation of the plain language of the County's articulated land use policies and is not based on substantial evidence.

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[65] Final EIR, at p. 3-12.
[66] *See* Staff Report, Packet pp. 1033–1034, Letter from Fire Chief Gilbert to Colusa County Planning Department (Mar. 7, 2023).
[67] Mitigation Measure PS-2: Public Services Mitigation Fee.
[68] *Ibid.*
[69] Draft EIR, at p. 4.18-3.
[70] *Ibid.*
[71] Mitigation Measure CUL-1: Cultural Resource Worker Education/Training.
[72] County Code § 44-1.80.030.B.

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A. The Planning Commission's Denial of the Use Permit Based on Purported General Plan and Zoning Inconsistency is Unreasonable and Not Supported by Substantial Evidence

The General Plan land use designations applicable to the Project are "Agriculture Upland" (AU) (solar facility) and "Agriculture General" (AG) (gen-tie line), each of which allow the same land uses under the General Plan.[73] The zoning classifications applicable to the Project are "Foothill Agriculture" (F-A) (solar facility) and "Exclusive Agriculture" (E-A) (gen-tie line).[74] As detailed below, the applicable General Plan and zoning designations expressly allow for off-site energy production (including solar) with a Use Permit which is the approval Janus Solar seeks here.

1. Agriculture Upland (AU) General Plan Designation Allows for Off-Site Alternative Energy Facilities, including Solar, with a Use Permit

Agriculture is the backbone of Colusa County's economy, as reflected throughout the County's approach to land use planning.[75] Janus Solar recognizes the critical importance of this industry to the County. The Agricultural Element includes General Plan objectives and policies geared toward maintaining agriculture land use designations.[76] The General Plan also provides specific guidance for the evaluation of certain uses that are compatible with agricultural lands, like alternative energy production (including solar). On-site solar that supports agriculture-related industries is a permitted use allowed "by right" (i.e., without the issuance of a Use Permit); off-site solar is also a compatible use, subject to a Use Permit. The Project precisely aligns with these policies, and Janus Solar seeks the proper approvals based on the County's articulated policies.

For example, General Plan Policy AG 2-1, cited in Resolution No. 23-006, makes an affirmative statement about on-site solar.[77] On-site solar that supports agriculture-related uses "should be permitted" within agricultural lands. The implementing action for this policy (Action AG 2-A) continues that on-site energy production is a "principal permitted use," and that off-site energy production (i.e., energy production that does not directly support on-site agricultural operations) requires a Use Permit. The language of the General Plan is clear and straightforward and to find inconsistency with Policy AG 2-1 is an incomplete reading of the policy, as it simply ignores the fact that the General Plan contemplates off-site solar on agricultural lands subject to a Use Permit.

The Project also complies with General Plan Policy AG 1-2 because the property will "remain designated for agriculture."[78] Policy AG 1-2 discourages the "rezoning or redesignation" of agricultural land to "urban use . . . ."[79] The purpose of the policy is to avoid the conversion of productive farmland to "urban" uses like residential or commercial uses that would be incompatible with adjacent agricultural uses. Here, the Project does not require a rezoning, as off-site solar is a conditionally permitted use. This is because the County has already determined

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[73] Staff Report, at Packet pp. 30–31.
[74] *Ibid.*
[75] General Plan, at p. 2-1.
[76] *See generally* General Plan (Agriculture Element), including Objective AG 1-A, cited in Resolution No. 23-006, which states: "Recognize that Agricultural Land is the County's Greatest Natural Asset and Take Appropriate Measures to Restrict the Conversion of Agricultural Lands to Non-Agricultural Uses."
[77] General Plan, at p. 2-5.
[78] General Plan, at p. 2-2.
[79] *Ibid.*

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

through its General Plan process that solar is *compatible* with ongoing agricultural uses in the vicinity, which is not the case with urban uses that attract users whose presence would conflict with agricultural activities.

The concerns regarding urban uses are simply not present for a solar project. Solar is a passive use that does not bring new users to the site. To put it another way, solar panels are indifferent to the sights, sounds, smells and other impacts of farming and ranching. The panels and batteries require no groundwater, they do not generate traffic, and they do not otherwise interfere with farming and ranching. Thus, the County has already codified in the General Plan that the use is consistent with agriculture subject to Use Permit issuance.

The Project is also consistent with General Plan Policy LU 2-11, which calls on the County to "[d]evelop accommodations for the development of large-scale commercial energy production, such as solar, on agricultural parcels."[80] The County has done so by developing zoning regulations that allow for off-site solar with a Use Permit. Policy AG 2-5 also calls for the County to "[e]ncourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and *solar or wind farms*."[81]

Policies in the Conservation Element are also highly specific and reinforce the Project's consistency with the General Plan. Policy CON 2-3 states "[a]llow commercial alternative energy facilities including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit."[82] Policy CON 2-2 mirrors Policy AG 2-5 above, calling for the County to "[e]ncourage the development of large-scale commercial energy projects that utilize renewable sources such as solar, wind, biomass, and agricultural byproducts."[83] To find that the Project is inconsistent with the General Plan given the plain text of these policies is unreasonable.

Further, it is well-established in California that General Plan consistency is a determination of overall compatibility, and that compatibility is not compromised by cherry-picking a handful of policies without considering the totality of the General Plan.[84] The requirement is that a Project exist "in agreement or harmony with the terms of the applicable plan, not in rigid conformity with every detail" of it.[85] A contrary interpretation of the General Plan would prevent almost any kind of project from moving forward, as it is almost impossible to conceive of a project that is consistent with every policy in the General Plan. The Project meets the established legal standard for General Plan consistency and exists in harmony with the General Plan. It will be constructed on non-prime agricultural land (with no irrigation connection), the property will not be re-zoned for urban uses, and the property owner will integrate the use with ongoing grazing operations. The General Plan envisions passive, off-site solar that is compatible with agriculture subject to a Use Permit—the Project is exactly that.

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[80] General Plan, at p. 8-20.
[81] General Plan, at p. 2-7 (emphasis added).
[82] General Plan, at p. 5-9.
[83] General Plan, at p. 5-9.
[84] *See, e.g., Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 717–18.
[85] *San Franciscans Upholding the Downtown Plan v. City & County of San Francisco* (2002) 102 Cal. App. 4th 656, 678 (internal quotation marks omitted).

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

2. Foothill Agriculture (F-A) Zoning Classification also Expressly Allows Energy Generation for Off-Site Use with a Use Permit

The Zoning Code implements the General Plan with precision, expressly allowing off-site solar in agriculture classifications subject to discretionary approval. For land zoned "Foothill Agriculture" (F-A), the zoning classification for the Project, "Energy Generation for *Off-Site* Use" is allowed with a Use Permit; "Energy Generation for On-Site Use" is permitted by right.[86] There can be no question that the Project is consistent with the Zoning Code. Off-site use is allowed subject to a Use Permit.

3. Energy Production (EP) Overlay Zone is Not Applicable

Resolution No. 23-006 provides that the Project is not consistent with Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) because this zoning classification "shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract."[87] This is simply incorrect because there is no EP Overlay Zone on the Project site. As explained by the Community Development Director at the August 2, 2023, Planning Commission Meeting, the EP Overlay Zone is an optional planning tool that allows the County to proactively designate certain parcels for large-scale renewable energy development.[88] Because parcels within the contemplated EP Overlay Zone will be pre-vetted by the County (satisfying certain conditions, including not being subject to a Williamson Act contract), off-site energy projects may be permitted with *a staff-level Minor Use Permit*.[89] To date, the County has not designated any parcels under the EP Overlay Zone and the Project is not subject to this designation.[90] Absent the designation, a standard (i.e., non-streamlined) Use Permit is required which is, again, what Janus Solar seeks.

Therefore, the Project is consistent with the plain text of the General Plan and Zoning Code—off-site solar is allowed with a Use Permit—and concluding otherwise is unreasonable.

B. The Project is Not Detrimental to Persons Residing in the Area

The second finding required for a Use Permit is that approval of the Project would not "be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."[91] The evidence in the record confirms the Project satisfies this requirement. As detailed in Section III.B.3 above, the Project is required to comply with several mitigation measures which substantially lessen or avoid all potentially significant impacts on the environment, including closely monitored dust suppression measures during

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[86] County Code § 44-2.20.30 (emphasis added).
[87] Resolution No. 23-006 § I(B).
[88] *See* recording from Aug. 2, 2023 Planning Commission Meeting (testimony of Greg Plucker, Director of the Community Development Department — "With respect to the Energy Overlay District, that's a different approach to permitting large scale solar panels . . . That approach was put in there for staff to go out and designate these large areas for solar energy, which we have not done. Under that overlay district, it's not a full-blown Use Permit that gets approved by the Planning Commission, it's a staff-level Minor Use Permit that would be considered . . . ."
[89] *See* County Code § 44-2.80.020.D.
[90] *See* supra note 88.
[91] County Code § 44-1.80.030.B.2.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

construction.[92] In addition to the required mitigation under CEQA, the conditions of approval in the Use Permit further minimize the impacts of Project design and construction.[93]

For example, the final color of the metal battery enclosures must be pre-approved, non-reflective and earth tones to blend into the surrounding environment.[94] Metal power poles used for the gen-tie connection must also be finished in a non-reflective, flat dark brown color to resemble the coloration of adjacent wooden power poles.[95] All semi-truck construction traffic and off-site construction must be limited to Monday through Friday from 7:00am through 7:00pm; on-site construction is subject to the same weekday restrictions and 8:00am through 5:00pm restriction on the weekends.[96] Prior to the start of construction, Janus Solar will identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and make the contact information available to the Community Development Department and surrounding property owners.[97] The Community Development Director must be notified by Janus Solar within 48 hours of any complaint.[98] Janus Solar will work with Caltrans and the Colusa County Department of Public Works to install construction warning signs along Highway 20 and County Roads.[99] Prior to building permit issuance, Janus solar will pay all required fees (including the Fire Mitigation Services Fee) and execute a bond or other security to cover the estimated costs of decommissioning (i.e. returning the property to its pre-Project state).[100]

Each of these conditions further reduces the impact on neighboring landowners and the community and support a no-detriment finding. Janus Solar must fulfill all conditions as a requirement of Use Permit approval, including conditions that must be satisfied before the Project is built (e.g., cancellation of Williamson Act contracts and the posting of security to guarantee decommissioning and removal), along with construction and operational conditions.

In addition to measures that proactively reduce potential impacts, the Project provides significant community benefits. The Project will help diversify the County's economy—a stated goal in the Economic Development Element of the General Plan.[101] The economic benefits during construction alone are significant—an estimated 200 local jobs (equivalent of 90 job-years), sales tax of $785,000 direct to the County, and a total economic output of $15,900,000.[102] Once constructed, the Project is anticipated to generate as much as $442,713 annually in property taxes.[103] Janus Solar will also provide an annual $300,000 Fire Services Mitigation Fee to expand

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[92] Mitigation Measure AQ-1: Dust Control Measures.
[93] *See generally* Use Permit (Appendix C to the Staff Report, Packet pp. 679–82).
[94] *Id.* at p. 681 (Condition L).
[95] *Id.* at p. 681 (Condition Q).
[96] *Id.* at p. 681 (Condition N).
[97] *Id.* at p. 681 (Condition O).
[98] *Ibid.*
[99] *Id.* at p. 681 (Condition P).
[100] *Id.* at p. 682 (Condition R).
[101] General Plan, at p. 6-1 (Economic Development Element); *see also* Policy ED 1-5 (p. 6-2) – "Promote the use of solar technology, cogeneration, biomass systems, water reuse to reduce the long-term operational costs for businesses and provide a sustainable approach to water and energy use."
[102] Colusa County Janus Solar Facility Economic Impact Analysis; EPS #212142 (Jan. 9, 2023) (independent study commissioned on behalf of the County to assess Project impact), pp. 3–5; *see also* Appendix A (Table A-2: Estimated One-Time Taxable Sales and Use Tax Revenue from Construction).
[103] *Id.*, *see* Appendix A (Table A-3: Estimated Annual Property Tax Revenues).

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

fire protection services, detailed in Section III.B.3 above, as well as an annual $100,000 Public Services Mitigation Fee.[104]

In sum, this Project represents a landowner's desire to build a future that the General Plan and Zoning Code envision—an integration of passive solar and agricultural uses on non-prime farmland. The Project meets each required finding for a Use Permit under the County Code, and we respectfully request that the Board approve the Project.

V. Relief Requested

Based on the foregoing reasons, Janus Solar respectfully requests that the Board: (1) certify the EIR, (2) adopt the MMRP, and (3) issue the Use Permit for the Project. Should the Board issue the Use Permit, Janus Solar request that the Board also, in a subsequent action, adopt the required findings to cancel the Williamson Act contracts for the subject property.

Sincerely,



Garrett Colli

CC: Ann Nordyke (Chief Board Clerk; boardclerk@countyofcolusa.com)
Patricia Rodriguez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Exhibits:

Exhibit 1 – Notice of Appeal

[104] Mitigation Measures PS-1: Fire Services Mitigation Fee and PS-2: Public Services Mitigation Fee.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit 1

Notice of Appeal

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

PERKINSCOIE

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August 11, 2023

Garrett Colli
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VIA FEDERAL EXPRESS AND E-MAIL

Ann Nordyke
Chief Board Clerk
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Notice of Intent to Appeal – Janus Solar Use Permit #20-01 (PD-3829)

Dear Board Clerk:

We write to provide notice that our client, Janus Solar PV, LLC ("Janus Solar") intends to appeal the decision of the Colusa County Planning Commission ("Planning Commission") denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board").

On August 2, 2023, the Planning Commission voted to deny (1) certification of the Environmental Impact Report ("EIR") and (2) the Conditional Use Permit ("Use Permit") for the Project, each on the grounds of unspecified inconsistencies with the Colusa County General Plan ("General Plan"). The Planning Commission's decision to deny these approvals due to purported inconsistencies with the General Plan is arbitrary and lacks satisfactory evidence.

As detailed in the Planning Commission Staff Report, the Project is *consistent* with the General Plan, as it is located within the "Agricultural Upland" General Plan designation which allows for solar energy production.[1] The Project is also consistent with the Colusa County Zoning Code ("Zoning Code"). Section 44-2.20.30 of the Zoning Code allows for "Energy Generation for Off-Site Use" within agricultural zones subject to a conditional use permit—precisely the approval Janus Solar seeks here.[2] Further, the EIR and the proposed Use Permit for the Project include several measures to mitigate any potential impacts to surrounding land uses including a commitment to use non-reflective materials that blend into the natural environment, a time-restricted construction schedule, and a single point of contact should any project-related issues arise.[3] These measures, and the weight of the evidence in the record as a whole, demonstrate consistency with the General Plan.

[1] Janus Solar August 2, 2023 Planning Commission Staff Report Packet (with attachments) (pp. 14–15) https://www.countyofcolusa.org/DocumentCenter/View/16652/2023-08-02-Planning-Commission-Agenda-Staff-Report-Packet-Janus-Solar-Project
[2] *Id.* at 15.
[3] *Id.* at 15–16.

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission is anticipated to adopt a resolution with written findings denying certification of the EIR and the Use Permit for the Project at the September 6, 2023 Planning Commission meeting. Once the Planning Commission adopts a resolution confirming the decision and detailing its findings, Janus Solar will provide additional specific reasons for appeal in a supplemental letter of appeal to the Board within 10 days, as required by Section 44-1.80.080 of the County Code. Concurrent with this notice, Janus Solar submitted the $750.00 filing fee for the appeal to the Board Clerk by mail to the above-mentioned address.

We appreciate staff's diligent efforts to date, and look forward to the opportunity to present the merits of the Project to the Board.

Sincerely,



Garrett Colli

CC: Patricia Rodriquez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Favero Ranch

Paul Favero
Michael Rex Favero
2233 Park Towne Circle
Sacramento, CA 95825
(916) 487-9100

September 26, 2023

Kent S. Boes, Chair
Gary J. Evans, Vice-Chair
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Jose Merced Corona, Board Member

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

I will not spend much time on the facts supporting the Janus Solar project. They are clearly laid out for you in the appeal and by the Colusa County Planning Department. Interestingly, facts are a difficult thing to controvert, other than on an emotional basis.

My family and I have been in California and Colusa County since the 1960's. In all those years, we have vastly improved the property and its profitability, all within the constraints of zoning and the County General Plan. We seek to continue, in our longstanding efforts, to improve our portion of Colusa County, in collaboration with the County. We request your help in so doing. We consider producing clean electricity as the optimum choice for us and the County.

It's no surprise that the Golden State leads the nation in solar power, which generates more than 26% of the states electricity. California has a goal to achieve 100% clean energy by 2045. We choose to legally be a part of the solution and invite the Board to do the same. Our desire is to establish a productive use of non-prime farmland (no irrigation water is available to use even though we have attempted to acquire it for decades) while maintaining existing agricultural operations. Both goals can be accomplished under the existing land use designations for the property.

It goes without saying that every U.S. citizen landowner has an inherent right to develop their property in

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

whatever manner they desire as long as the governing permit and land use requirements are met. Of necessity, this project will be used to support the agricultural activities that we will continue to engage in throughout the lifetime of the project. In fact, the project site utilizes only a small portion of our cattle operation acreage.

Certainly, we intend to benefit financially from the project. We rightfully attempt to do so with all projects we have undertaken. We strive to do so legally, quietly, and without undue concern for covetous emotions from anyone. The bumper crop of financial benefits provided to Colusa County and all of its citizens is prodigious, to say the least. The numbers have been well outlined for you.

Of note, at the end of the project's operational period, Janus Solar will decommission the site with all related facilities and return the land to its current state. All will be legally secured by a bond held by the County. After removal of the facilities, my family will have the option to return the property to cattle grazing or any other use allowed under the General Plan and County Code.

In conclusion, the Solar Project mitigates all potentially significant impacts to less than significant levels. Furthermore, issuance of the Use Permit would not change the existing agricultural land use, General Plan, or zoning designations for the site. This project can only be factually seen as a win-win for all parties.

With Respect,

Michael Rex Favero, DMD

Paul Favero, DDS

MRF/sp

Attachment: Attachment #1 Letters of Appeal (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

RESOLUTION NO. 23-006

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION DENYING THE CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577), THE ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM, AND THE APPROVAL OF USE PERMIT #20-01 (PD-3829) FOR THE JANUS SOLAR PROJECT BASED ON GENERAL PLAN INCONSISTENCY

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project); and

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report was necessary to fully review and consider all potentially significant impacts for the Project; and

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations; and

WHEREAS, the Planning Commission held a duly noticed Public Hearing regarding the proposed Final Environmental Impact Report and Use Permit on March 1, 2023, April 5, 2023, May 3, 2023, and on August 2, 2023, at which time any and all comments were received during the public hearing process; and

WHEREAS, after the close of the Public Hearing the Planning Commission fully considered the Final Environmental Impact Report, Planning Staff's report on the Project, all public testimony, all other written and orally testimony, and totality of the public record of the Project.

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on information contained within the Final EIR, the Draft EIR, the Planning Staff's staff reports, all written and oral testimony, and totality of the public record of the Project makes the following findings:

A. The Colusa County Agricultural and Land Use Elements of the General Plan contains numerous goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses. The proposed project would not be consistent with these goals, objectives, policies and action items including Objective AG 1-A which recognizes that agricultural land is the County's greatest natural asset and calls for appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses and Policy AG 2-1 because it would take 1,000 acres of agricultural lands out of production for a commercial solar project that would provide energy exclusively for off-site uses.

Attachment: Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (9590 : Appeal of the

B. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) states that the EP overlay zone shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract. The proposed project would be located on land that is currently under Williamson Act contract and would not be consistent with this Zoning Code section.

II. NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of Section I herein, the Colusa County Planning Commission hereby determines that based on the Project's inconsistency with the General Plan and Zoning ordinance the Commission:

A. Does not certify the Final EIR (SCH No. 2020070577);

B. Does not adopt the Mitigation Monitoring and Report Program; and

C. Denies the proposed Use Permit 20-01 for the Janus Solar Project.

PASSED AND ADOPTED this 6th day of September, 2023 by the following vote:

AYES: Commissioners Heath Krug, Kirk Pendleton and John Troughton, Jr.

NOES: None.

ABSENT: Commissioners Dave McCullough and Elizabeth Yerxa.

John Troughton, Jr.
Chair, Planning Commission

ATTEST: Greg Plucker, Secretary to the Colusa County Planning Commission

Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (9590 : Appeal of the

Attachments #3 - #12
Webpage Links

- **Numbered Attachments**
  - Attachment #3: Final EIR and DEIR Amendments
  - Attachment #4: Mitigation and Monitoring Reporting Program
  - Attachment #5: Planning Commission Considered Use Permit #20-01
  - Attachment #6: Janus Solar Draft EIR
  - Attachment #7: Janus Solar Draft EIR Appendixes
    - Appendix A - Notice of Preparation
    - Appendix B - Land Evaluation and Site Assessment
    - Appendix C - Air Quality and Greenhouse Gas Report
    - Appendix D - Visual Impact Assessment
    - Appendix E1 - Habitat Characterization Report
    - Appendix E2 - Biological Survey Report
    - Appendix E3 - Burrowing Owl Report
    - Appendix E4 - Wetland Delineation Report
    - Appendix F - Paleontological Resources Technical Memorandum
    - Appendix G - Phase I Environmental Site Assessment
    - Appendix H - Water Supply Assessment
    - Appendix I - Sound Survey Analysis and Report
    - Appendix J - Traffic Analysis Technical Memorandum

  - Attachment #8.a: August 2, 2023 Planning Commission Staff Report Packet
  - Attachment #8.b: August 2, 2023 Planning Commission Audio Recording
  - Attachment #9: May 3, 2023 Planning Commission Staff Report
  - Attachment #10: April 5, 2023 Planning Commission Staff Report
  - Attachment #11: March 1, 2023 Planning Commission Staff Report
  - Attachment #12: Janus Solar Fiscal Analysis

Attachment: Attachments #3 - #12 (Webpage Links) (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

WILLIAMS FIRE PROTECTION AUTHORITY

810 E Street • P.O. Box 755 • Williams, California 95987
(530) 473-2269 • Fax: (530) 473-3174 • E-mail: wfpa@frontiernet.net

September 28, 2023

RWE Clean Energy LLC
20 California Street, Suite 500
San Francisco, CA 94111

Attn: Alex Salas

RE: Janus Solar Project

Alex,

On behalf of the Williams Fire Protection Authority (Authority,) I would like to thank you for taking the time to meet with board member Don Parsons, Assistant Chief John Alvernaz and myself to discuss the proposed Janus Solar Project.

As we stated in the meeting, the Authority does not take a position for or against the project. The Authority Board has given the Fire Chief direction to mitigate the impacts of the proposed Janus Solar Project.

The Authority appreciates the communications that RWE has had with the Authority regarding the proposed project and feels comfortable with the mitigation measures that RWE has proposed for the project. The proposed mitigation measures include the Authority fire assessment, mitigation funding, CPI increases and replacing damaged personal protective equipment.

Again, the Authority thanks you for your time and commitment to mitigation measures for the proposed Janus Solar Project.

Sincerely,

Jeffery A. Gilbert
Fire Chief

CC: Colusa County Board of Supervisors

Attachment: Attachment #13 2023 09 28 Williams Fire Authority Mitigation Acceptance Letter (9590 : Appeal of the Denial of Janus Solar Use

Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

President-Andre Young

Vice President- Danny Azevedo

Secretary/Treasurer-Tish Nerli

Po Box 688

Maxwell, CA 95955

Phone: 501-6588

Maxwellparkandrecs@gmail.com

Maxwellparkandrec.com

Oct. 1, 2023

County of Colusa
Board of Supervisors
547 Market St.
Colusa, CA 95932

Dear Chairman Boes and members of the Board:

As members of the Maxwell Park and Recreation District Auxiliary, a non-profit organization under the umbrella of the Community Foundation of Colusa County, we strongly urge you to overturn the Planning Commission's denial of the Janus Solar Project use permit.

The Janus Solar Project will not only increase revenue to the County but the MPR District, which struggles to maintain its only facility on less than $14,000 in annual income from a $15 per parcel assessment established in 1985.

The additional revenue that would come from this project will allow the district to make badly needed repairs to the community center, which could then be made available for activities for youth, adults, and senior citizens, and lessen the fundraising burden on the Auxiliary and its small band of volunteers.

We understand that agriculture is the foundation of our economy, but the citizens of Colusa County, who have been subsidizing property taxes on farms and ranches since 2009, are getting very little in return.

Denying individual property owners their right to develop their land - and denying income to special districts and jurisdictions that are struggling to provide recreation and services to the public - could eventually erode voter support for the Williamson Act and place Colusa County's agricultural economy and a farmer's ability to farm in even greater peril than currently exists.

We need development in Colusa County and believe solar farms can easily coexist with agriculture practices, as well as provide a renewable source of energy that is critical to our

future, reduce stress on the water supply, and would enhance - not detract from - the county's identity.

Colusa County is home to a power plant, electrical lines that crisscross the countryside, towering rice dryers, and food processing plants. These are all part of our identity and are symbols of innovation and progress. We can make room for renewable energy.

We urge you to support the Janus Solar Project but ask that RWE live up to its original proposed contribution or $15,000 minimum toward recreation in Maxwell, Williams, and Arbuckle. The need is so great in our small communities.

Please bring this project and its benefits to Colusa County.

Sincerely,

Valente Bailey

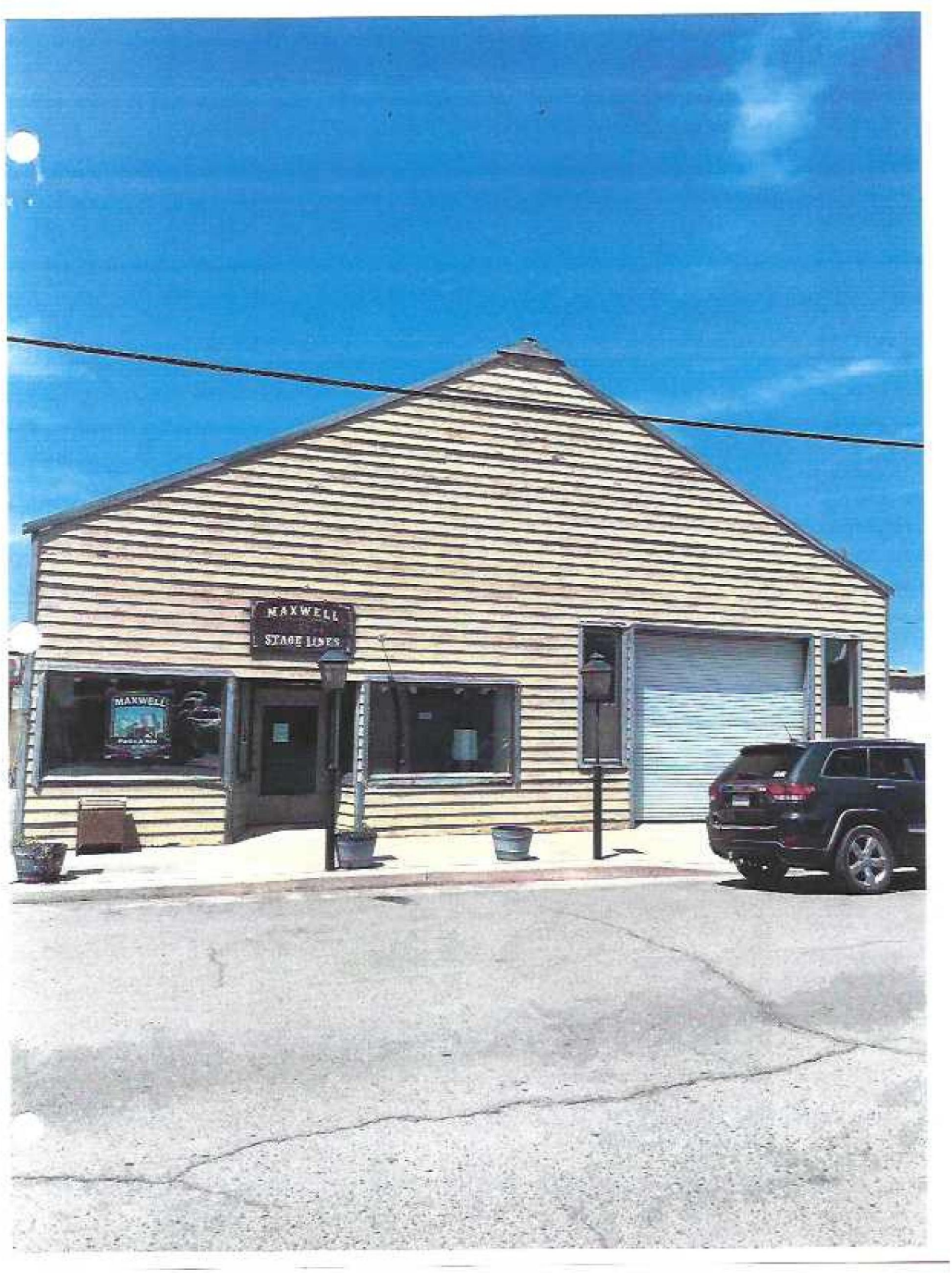


Susan Meeker



Cc: Greg Plucker
Colusa County Community Development

Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)



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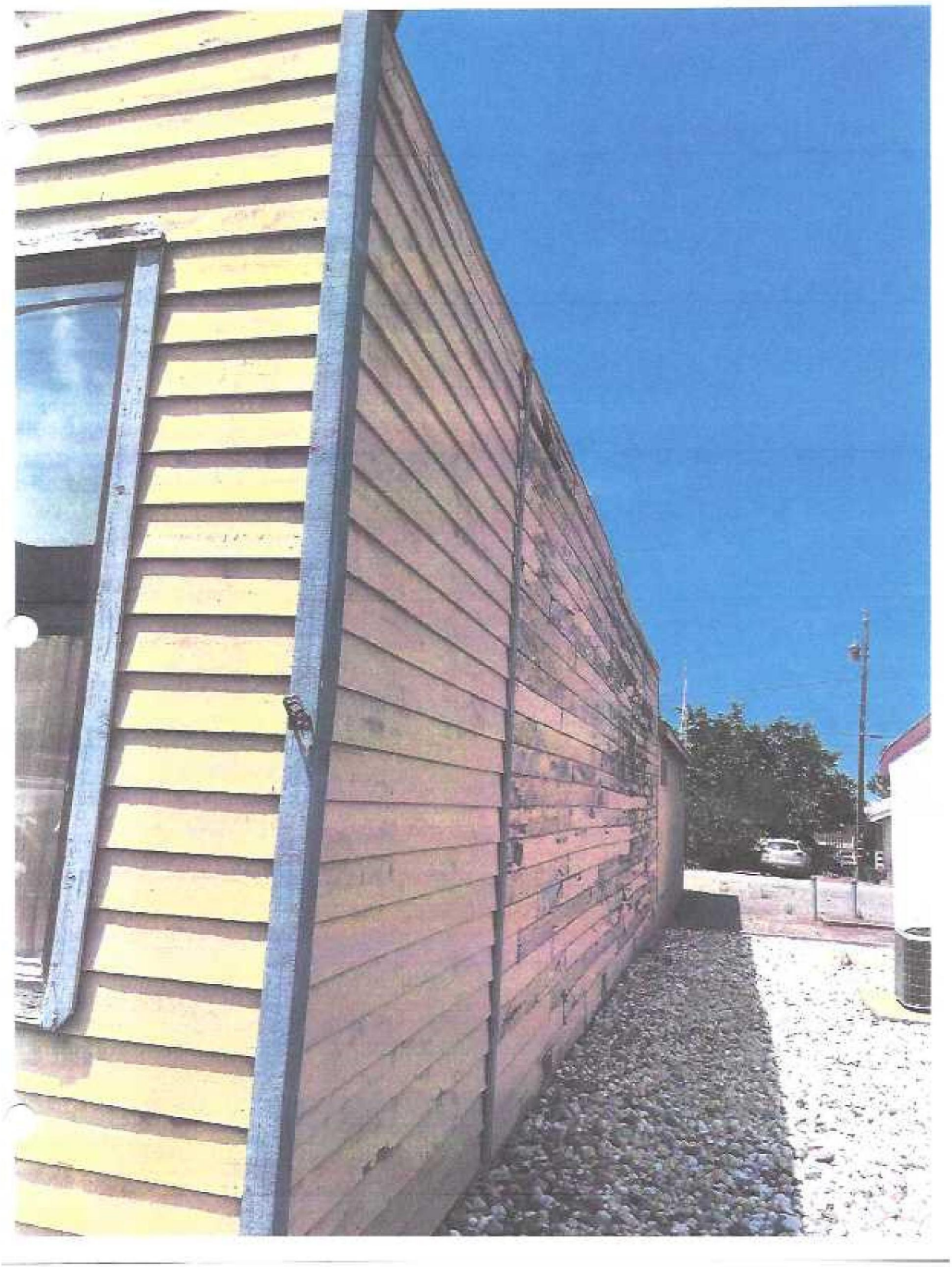

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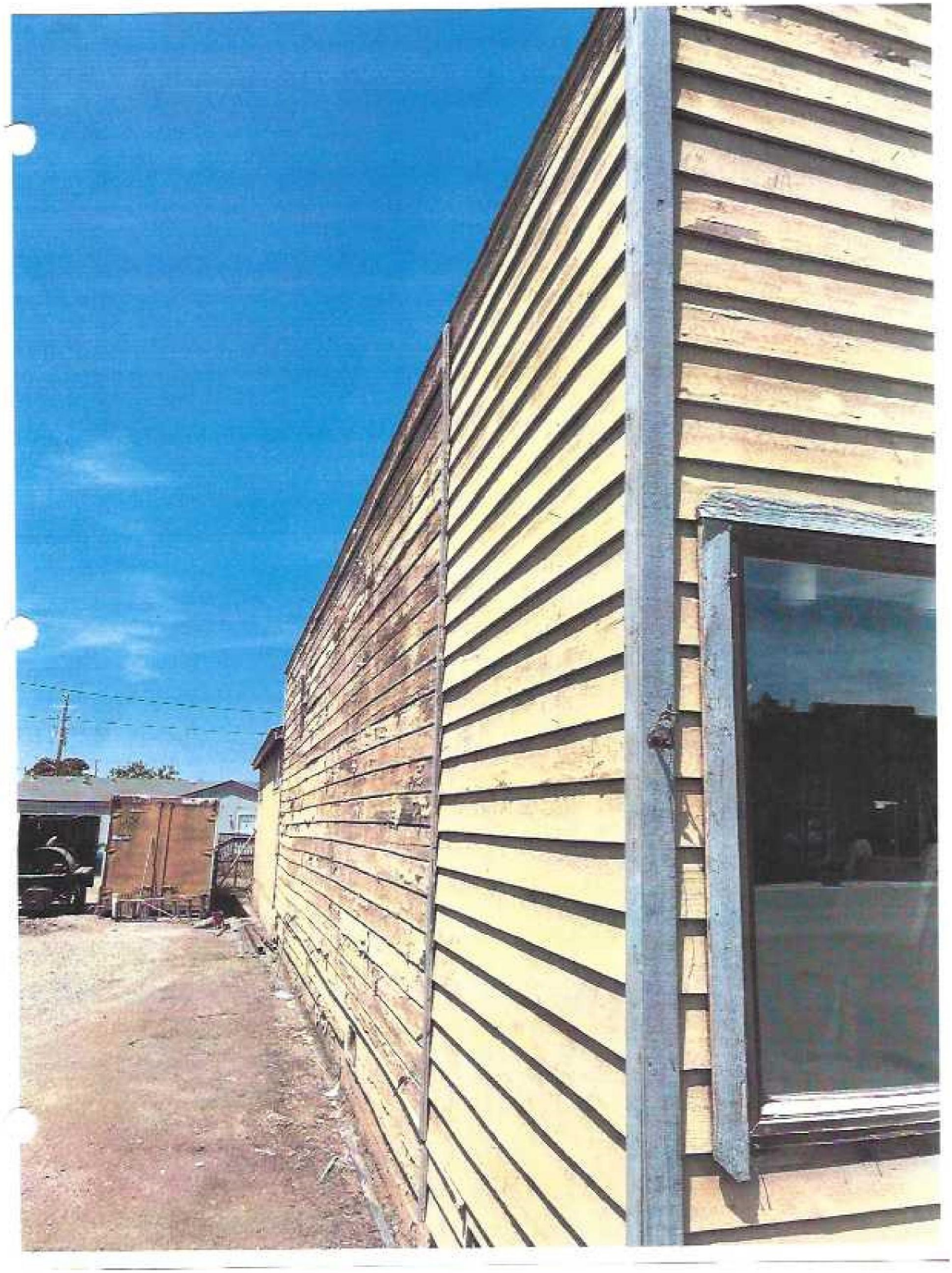

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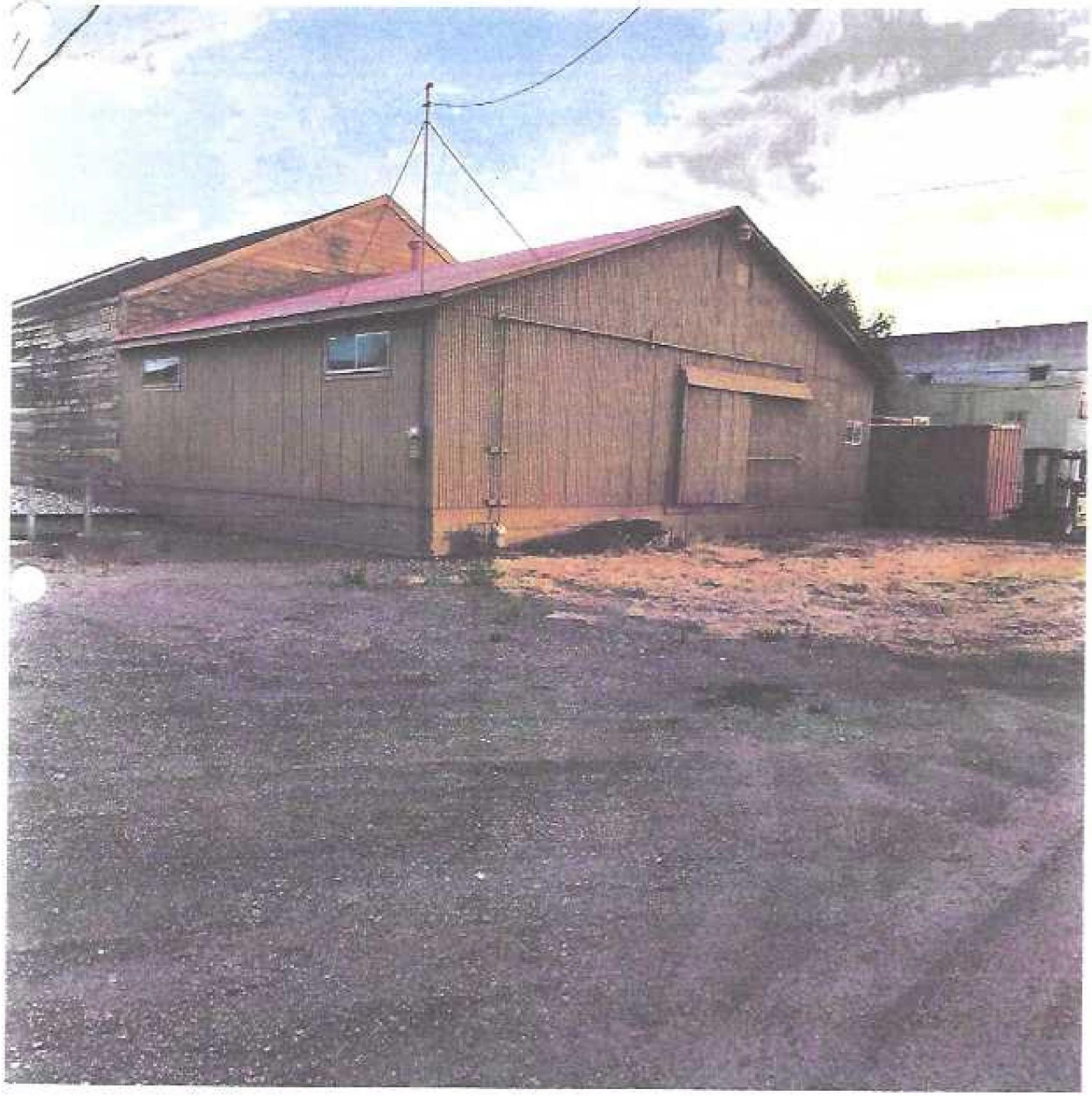

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Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

October 10, 2023

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

Re: Janus Solar Project Use Permit UP #20-01 (PD-3829)

Dear Chairman Kent Boes, Vice-Chairman Gary Evans, Board Member Janice Bell, Board Member Daurice Kalfsbeek Smith, and Board Member Jose Merced Corona,

I am writing to urge you to uphold the Planning Commission's well-thought-out decision to deny the certification of the Janus Solar Project Environmental Impact Report and their Conditional Use Permit.

The Planning Commission evaluated the entirety of the project and correctly, insightfully, reasonably, and responsibly concluded that the Janus Solar Project's commercial, industrial project is not compatible with the Agriculture Element of the General Plan which states, "Farming and related agriculture industries are not only the backbone of Colusa County's economy, they also play a central role in the way of life of County residents and help define the character of the county." Policy AG-2 states its goal is to "Maintain and enhance agriculture as the County's most critical land use, economic sector and resource."

By definition, agriculture is the science, art or practice of cultivating the soil, producing crops, and raising livestock and in varying degrees the preparation and marketing of the resulting products. Such is the case with Colusa County's 2022 Leading Commodities: Almonds, Tomatoes, Rice, Walnuts, Cattle and Hay.
The farmers and ranchers who live and work along and near Spring Valley Road are entitled to preserve their agricultural lifestyle in this beautiful, rural setting.

From the beginning of the process, on May 6, 2020, when Janus Solar submitted their Application and Project Questionnaire (Attachments #1 & #2) they have misrepresented the impact the project would have on the area when they indicated NO answers to every question from #20 through #31 including:
"Question 22: Change in pattern, scale or character of general area of project."
The EIR incorrectly supported Janus' initial representation by concluding the "Change in scenic views or vistas from existing residential areas or public lands or roads is *insignificant."* I also dispute the LESA score for the land as the proposed site is located within the Westside Water District boundary and could be annexed into the district and farmed, irrigated and put into orchards, vineyards or any row crop currently being grown in the area. Our family would like to see the extensive economic benefits to Colusa County with just such a plan analyzed and included in the EIR.

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Nowhere is there mention in the EIR that the site is located in a ***HIGH*** Fire Hazard Safety Zone by the Cal Fire Office of the State Fire Marshal. (See Attachment #3.) The funding promised in the Fire Services Mitigation Fee, which was not initially offered, serves to highlight the true risks and dangers associated with locating the project and its battery storage units in a HIGH Fire Zone. Contrary to what Mr. Colli states on Page 3 of 17, in paragraph 2, ***no*** amount of funding guarantees "the Project will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the area." If a fire starts and a south or southwest wind is blowing, our livestock will be victims and not survive due to the distance from the Williams Fire Department and the fact that there is only one road in to the project site could make it impossible to access in the event of a fire. We are all aware of the devastating losses due to fire in Maui, Napa, and Paradise.

Mr. Colli characterizes solar panels on page 14 of 17 as "indifferent to the sights, sounds, smells and other impacts of farming and ranching.", but he neglects to mention the intrusion, interference and impact on agricultural endeavors that rainwater run-off from taking 1000 acres out of agriculture, to be covered with 196,000 solar panels, along with the interference created by miles of new power poles could have with future agricultural operations such as aerial applications for crops and orchards. Given PG&E's emphasis on new underground lines it seems like a huge deficiency in the EIR to not have included analysis of underground transmission lines as an alternative to above ground lines.

Spring Valley Road a is fertile valley, as seen in Attachment #4, which is a photo of a hay crop growing on the proposed project site taken in March of this year.
The residents and those working in the area are entitled to have their rural, agricultural lifestyle maintained.

The Notice of Intent to Appeal Letter written on August 11, 2023, by Mr. Garrett Colli states "Further, it is well-establish in California that General Plan consistency is a determination over overall compatibility and that compatibility is not compromised by cherry-picking a handful of policies without considering the totality of the General Plan."
There is only one phrase in Colusa County's 9 page General Plan Agriculture Element that mentions solar and wind farms and it is the one phrase Janus has cherry-picked to support their appeal. I urge you to do what Mr. Colli suggests and consider the totality of the Agriculture Element and weigh the relevant information with regard to location, size , design and operating characteristics and reasonably infer the same conclusion as the Planning Commission- a different conclusion than that of Mr. Colli - and deny the Use Permit and deny the certification of the EIR.

Thank you for your consideration of this letter.
Respectfully yours,

Beth Ferrini Katsaris

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

16. If commercial, indicate the type, whether neighborhood, or regionally oriented, square footage of sales area, and loading facilities. N/A

17. If industrial, indicate type, estimated employment per shift, and loading facilities. N/A

18. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project. N/A

19. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required. Energy generation for off-site use is permitted within the Foothill Agriculture Zone with approval of a Use Permit (Colusa County Zoning Ordinance §44-2.20.30).

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

		YES	NO
20.	Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.		X
21.	Change in scenic views or vistas from existing residential areas or public lands or roads.		X
22.	Change in pattern, scale or character of general area of project.		X
23.	Significant amounts of solid waste or litter.		X
24.	Change in dust, ash, smoke, fumes or odors in vicinity.		X
25.	Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.		X
26.	Substantial change in existing noise or vibration levels in the vicinity. ?		X
27.	Site on filled land or on slope of 10 percent or more.		X
28.	Use of disposal of potentially hazardous materials such as toxic substances, flammables or explosives.		X
29.	Substantial change in demand for municipal services (police, fire, water, sewage, etc.).		X
30.	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).		X
31.	Relationship to a larger project or series of projects.		X

ENVIRONMENTAL SETTING:

32. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site and their use. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Please see the attached Habitat Characterization Report (Attachment B) and the Phase I Environmental Site Assessment (Attachment C).

33. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity or land use (one-family, apartment houses, shops, department stores, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

The surrounding land use is rural. Properties are currently being used for cattle grazing, agriculture, and open space. There is a residence to the south of the Project site, and agricultural buildings to the west. Photographs of views of the surrounding properties are included as Attachment D.

CERTIFICATION:
I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

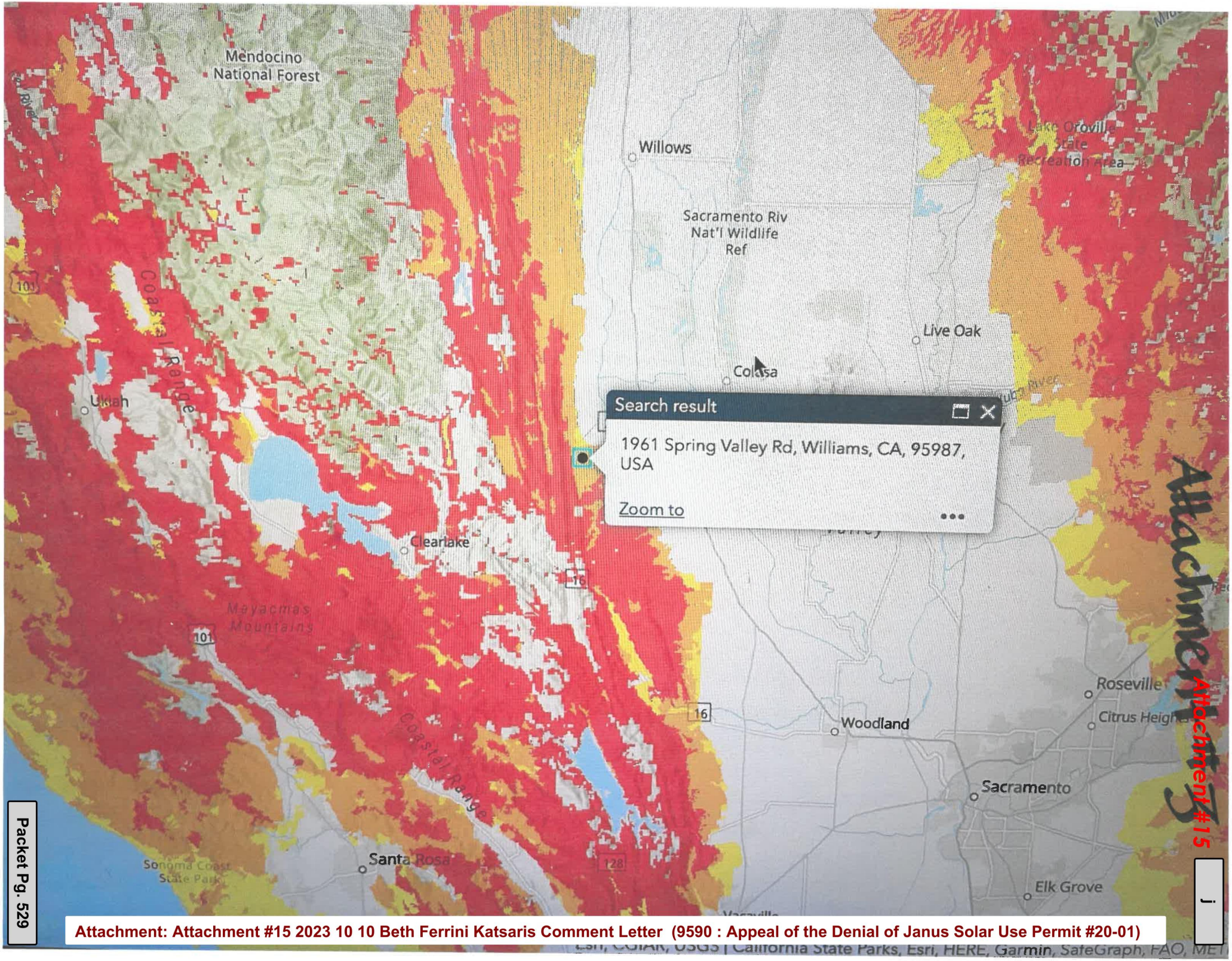
Date: 5/6/2020

Edward S. Miller IV
Signature

For: Janus Solar PV, LLC

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Page 5- Application And Project Questionaire



Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)



Spring Valley March 2023

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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DAVID R. NELSON
CHARLES T. YERXA, JR.

ROBERT D. CLARK
(1935-2004)

October 24, 2023

RECEIVED
OCT 24 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS
FOR YOUR INFORMATION

Kent S. Boes, Chairman
Gary J. Evans, Board Member
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Merced Corona, Board Member
Colusa County Board of Supervisors
547 Market Street
Colusa, CA 95932

Re: Appeal to Board of Supervisors Regarding
Janus Solar Use Permit No. 20-01

Dear Chairman Boes, Mr. Evans, Ms. Bell, Ms. Kalfsbeek Smith and Mr. Corona:

On behalf of my clients, Jean Terkildsen, Elizabeth Ferrini Katsaris and Matthew Ferrini, I write to you with regard to the appeal of the action of the Colusa County Planning Commission whereby they denied certification of the Environmental Impact Report ("EIR") and further denied the issuance of a Use Permit to Janus Solar PV, LLC.

Janus Solar proposes to construct and operate an 80 megawatt solar facility on 1,024 acres of agriculturally zoned real property which is located approximately 6.5 miles west southwest from the City of Williams. The project would place approximately 196,000 solar panels across 768 of the 1,024 acres of impacted property. The project would further include approximately 5 acres of battery storage and an approximately 4 mile 60 kilowatt generation tie line which would be above ground, on poles as high as 80' to be located within the County of Colusa's right of way on Spring Valley Road and Walnut Drive allowing for connection to the PG&E Cortina Substation.

The matter came before the Colusa County Planning Commission for hearing on August 2, 2023. Following public hearing and consideration of the Environmental Impact Report, written objections from nearby property owners and staff reports the Planning Commission voted three to zero to deny certification of the Environmental Impact Report and to deny the requested Use Permit. Two Planning Commissioners recused themselves from the Planning Commission proceedings with respect to the project.

My clients and I submitted written arguments to the Planning

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Commission prior to the public hearing and we further appeared and spoke at the public hearing.

In view of the fact that staff had not prepared findings and a proposed resolution for denial of the certification of the Environmental Impact Report and denial of the Use Permit, the matter came back before the Planning Commission at its meeting of September 6, 2023 for adoption of the Findings and Resolution denying certification of the Environmental Impact Report and denial of the requested Use Permit.

Preliminary Comments:

A. My clients and their family members have owned, farmed and ranched properties in the Spring Valley area of Colusa County, which are adjacent to the property which is the subject of the proposed Janus Solar Project for four generations. In contrast to the utilization of the property upon which the Janus Solar Project is proposed to be constructed, my clients caused a portion of their adjoining property to be annexed into the Westside Water District following which they converted the non-irrigated grazing ground into farm property that has, for now more than 30 years, produced almonds. Other portions of my clients' properties have been utilized for sheep grazing. As referenced above, my clients have a vested interest in protecting and preserving the agricultural nature and attributes of Spring Valley.

B. It is of utmost importance that the Board, as the decision maker, is fully advised as to the true nature of this proposed project. This project is a large scale commercial/industrial energy production project. It has absolutely no relationship to agricultural production, processing or marketing. The power produced will NOT be utilized on site, but rather will be delivered to the PG&E substation for distribution within the PG&E electric grid and beyond. The residences and businesses of Colusa County will NOT obtain any reduction in electrical costs or benefits from this project. It is a commercial/industrial facility of more than 1,000 acres to be located upon property designated under the Colusa County General Plan Land Use Designation as Agricultural and under Colusa County Zoning Designation as Foothill Agricultural (F-A) Zone.

C. We also wish to point out that the Environmental Impact Report prepared for the project was authored by the Colusa County Department of Community Development under the direction of Director, Greg Plucker. In view of the fact that the EIR was authored by Colusa County's Community Development Department, criticism or deficiencies with regard to the EIR may not receive fair and impartial treatment

Attachment #16 k

from the author. In light of the above, we request that any staff reports, recommendations and responses from County staff be viewed with knowledge of the potential bias as the Community Development Department has supported the project from its inception and has crafted staff reports and recommendations that only contemplate certification of the EIR and the granting of the requested Use Permit.

CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT

An Environmental Impact Report is an informational document which, when its preparation is required, shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an Environmental Impact Report is to provide public agencies and the public with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project. Public Resources Code Section 21061.

An EIR must provide sufficient analysis that decision makers can intelligently consider environmental consequences when acting on proposed projects. The Janus EIR fails to provide sufficient analysis of many potential impacts of this project. To identify those inadequacies within the Janus EIR one can begin by reviewing Table EX-1 found on pages ES-4 though ES-20 on the draft EIR. My clients contend that at a minimum the following potential impacts included within Table EX-1 lack sufficient analysis.

Impact 4.1-2 Conflict with existing zoning for agricultural use, or a Williamson Act contract?

EIR Level of Significance: Less than Significant Impact with Mitigation Incorporated.

Objectors Comments: The EIR proposes that the impact of zoning and the property being under the Williamson Act can be cured by a later action to cancel the Williamson Act contract. In the California Supreme Court case of Lesher Communications v. Walnut Creek (1990) 52 Cal.3d 534, the court determined that the validity of the authority under which development is regulated may not turn on possible future action by the legislative body or electorate. The possibility that the existing Williamson Act contract might be canceled does not cure the fact that the project currently conflicts with an existing Williamson Act contract.

Impact 4.1-5: Involve other changes in the existing environment which, due to their location or nature, could result in

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conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: As stated above, the existing agricultural use of the subject property will be converted to a commercial/industrial use. There is therefore not sufficient analysis for the finding that that impact is less than significant.

Impact 4.3-3: In non-urbanized area, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: It is inconceivable that converting no less than 768 acres of agricultural grazing property to a commercial-industrial use by placing 196,000 solar panels will not serve to degrade the existing visual character or quality of public views. There is not sufficient analysis to support the less than significant impact as found in the EIR.

Impact 4.3-4: Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: To suggest that the placement of 196,000 solar panels may not create a new source of substantial light or glare defies reason. Furthermore, the project contemplates that the solar panels will track the sun to make certain that they remain in line with as much sunlight as possible. The analysis merely references that solar panels are typically made with non-glare materials and therefore no new source of substantial glare will occur. There is insufficient analysis to support the finding of less than significant impact.

Impact 4.7-2: Would the project result in substantial soil erosion or the loss of topsoil?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

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Objectors Comments: The project description indicates that 196,000 solar panels on tracking devices will be constructed and installed upon 768 acres. The tracking stands will require excavations for each of the stands that will be a part of the tracking devices. The scope of the excavation is not specified within the EIR and as a result the extent of disturbance of soil and loss of topsoil has not been reviewed. There is insufficient analysis to support the fact that substantial soil erosion, or the loss of topsoil is less than a significant impact.

Impact 4.9-2: Would the project create a significant hazard to the public or the environment through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: There can be little dispute that the lithium ion batteries that will be stored in containers on the project site contain hazardous materials. The EIR references the fact that the batteries will be contained within metal containers with concrete flooring. However, the EIR is devoid of analysis of an explosion or fire and whether the containers are sufficient to contain hazardous and toxic materials from escaping the container either through leakage whether by air or by water. There is insufficient analysis to determine that there is less than a significant impact for the potential of the release of hazardous materials into the environment.

Impact 4.9-7: Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: The project contemplates creating a string of trackers carrying DC electricity that would then through the use of inverters convert the DC electricity produced by the panels in to AC electricity. The AC electricity would then be transmitted through overhead wires some four miles to the PG&E Cortina Substation. These activities would take place on lands classified as a State Responsibility Area which is adjacent to areas of high fire danger. We are all aware of the devastating wildfires in northern California, many of which were caused by defective or fallen transmission lines. While PG&E is currently spending billions of dollars to put transmission lines in high fire zones underground, this project

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proposes to create a true fire hazard with an above ground transmission line in a high fire area known for significant wind events. Have we not learned from the devastation of Paradise, Caldor and the many other fires that have devastated communities and livelihoods. The EIR does not discuss the alternative of under grounding the transmission lines. Once again, there is insufficient analysis to support the finding that the risk of injury or death involving wildland fires is less than a significant impact.

Impact 4.10-3: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on - or off-site?
iii) Crate or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
iv) Impede or redirect flood flows?

EIR Level of Significance: Less than Significant Impact/No Mitigation required.

Objectors Comments: Discussion within the EIR references that there would be minimal new impervious surfaces as a result of the project. The analysis ignores the fact that the solar panels are an impervious surface. While we do not know the dimensions of the proposed solar panels because the EIR only references that the specific panels have not yet been selected, a reasonable projection is that the panels will be between 20 and 24 square feet each. This would result in the addition of more than 4 million square feet of impervious solar panels resulting from this project. When rainwater impacts the solar panel, it will no longer fall evenly across the ground below. Rather, it will run to the low spot on the panel and then create its own channels to the natural drain off of the property. The EIR contains no discussion with regard to the potential for erosion or siltation on or off site, nor does it discuss the potential for an increase in the rate or amount of surface runoff which could result in the capacity of storm water drainage systems being exceeded. The fact that there was no discussion with respect to these hydrological issues, results in an insufficient analysis to permit the finding that potential impacts to drainage are less than significant.

Impact 4.11-2: Would the project cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an

Attachment #16 k

environmental effect?

EIR Level of Significance: No impact/No mitigation required.

Objectors Comments: The conflict with General Plan policies and zoning restrictions are applicable to both the adequacy of the EIR and the approval or denial of the Use Permit. A more in depth discussion with regard to General Plan policies and zoning regulations will be addressed in the section discussing the Use Permit as set forth below.

Suffice it to say at this point, that an EIR must discuss any inconsistencies between the proposed project and applicable general plans. 14 Cal.Code Regs. Section 15125(b).

Impact 4.17-4: Would the project result in inadequate emergency access?

EIR Level of Significance: Less then Significant Impact/No Mitigation required.

Objectors Comments: There is only one access route to the project area, that being Spring Valley Road. Spring Valley Road is not paved in the area of the project and is subject to significant erosion and flooding. As evidenced by comments of nearby property owners, oftentimes the roadway is impassable to two way traffic and at times impassable to any traffic due to significant flooding conditions. The EIR discussion only relates that existing roads provide adequate egress/ingress to the proposed project site in the event of an emergency. There is no discussion within the EIR concerning the condition of the roadway, especially during rain events. In response to the comments of Bob and Cindy Freed with regard to the flooding conditions on Spring Valley Road as well as Walnut Drive and East Camp Road the response focused on the number of vehicle trips and dust control and ignored road conditions, flooding and the impassibility during rain events. There is not sufficient evidence to support the finding that the potential of inadequate emergency access is less than a significant impact.

Impact 4.20-2: Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

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Objectors Comments: Reference is made to the comment under Impact 4.9-7 above.

Impact 4.20-3: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

EIR Level of Significance: None stated.

Objectors Comments: Reference is made to the comments under Impact 4.9-7 above.

DECOMMISSIONING

The project contemplates that at the end of its 35 year term of operation that the solar arrays and battery storage systems and other components of the project will be decommissioned. While the EIR mentions decommissioning, the only condition with regard to decommissioning is that a performance bond will be required. The issue of decommissioning should be of utmost important and concern to the County of Colusa. If at the end of its operational term, or before, should the project become no longer economically feasible, the project operator may very well no longer be solvent, and it must be anticipated that the project could be abandoned. Such an abandonment leaves the County of Colusa, and its citizens, holding the bag for decommissioning. In view of these possibilities, the EIR should have fully studied and analyzed the issue of decommissioning, the cost of said decommissioning some 35 years hence, and whether securing and obtaining a bond is even feasible or possible. The EIR is devoid of any studies with respect to decommissioning and the economic requirements to decommission a project of this size and scope. The EIR merely references that at some point in the future an unknown individual or individuals will make some estimate as to decommissioning costs and a bond amount will be fixed. Leaving such a paramount issue for future determination is not favored under California law. The Board, as the decision makers, and the public are entitled to be fully advised with respect to an issue as important as decommissioning a project that will include 196,000 solar panels together with their tracking arrays and a battery storage complex of 5 acres. The failure to study, analyze and determine the best methods to ensure that the decommissioning of the project occur must be a component of this EIR. Failure to include such pertinent information renders the EIR as inadequate.

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9590 : Appeal of the Denial

Attachment #16 k

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MITIGATION MONITORING

An additional significant omission from the EIR is the discussion of an appropriate and effective Mitigation and Monitoring and Reporting Program. The lead agency must adopt a reporting or a monitoring program that is designed to ensure compliance with the adopted mitigative measures. While the EIR contains numerous mitigation measures there is no discussion as to how those measures will be monitored to ensure compliance. The EIR should have reviewed and recommended specific means and manners for the monitoring to occur. This is particularly incumbent in our County in light of the fact that our Community Development Department, which includes the planning division, has extremely limited resources and may not have persons capable or competent of understanding and being in a position to determine whether the required mitigation is in fact being employed. Once again, the Board, as the decision makers, and the public, are entitled to be fully advised as to how the monitoring and reporting for compliance of mitigative measures will proceed, who will be responsible for reporting and what will be the consequences if there is non-compliance? The EIR fails to address this very significant issue and at times places monitoring in the hands of the contractor which is a complete abdication of mitigation monitoring.

The failure to appropriately study, review and establish appropriate parameters for an effective mitigation monitoring and reporting program renders the EIR inadequate.

REQUESTED USE PERMIT

The second matter for your determination is Janus' request for a Major Use Permit for the project. Colusa County Zoning Ordinance 44-2.80.020 with respect to the Foothill Agricultural Zone references in its zoning classifications that energy generation for off site use can be authorized with a Major Use Permit.

Colusa County Zoning Ordinance 44-1.80.030(B) provides:

"Use Permit Findings. Use permits are discretionary and shall be granted only when the review authority determines that the proposed use or activity complies with all of the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title.

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9590 : Appeal of the Denial

detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."

In proposing that a Use Permit should be issued for this project, the project proponents and the EIR rely on two general plan policies as establishing the fact that the project will comply with the County's General Plan. Those two General Plan policies are AG2-5: which states, "encourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and solar or wind farms." The second policy is LU2-11, that states: "develop accommodations for the development of large scale commercial energy production, such as solar, on agricultural parcels. Such parcels shall require the following:

A Use Permit.
An energy production overlay zone.
Detailed and rigorous site planning and development.

Such project shall only be located on agricultural parcels with marginal or poor farmland. Prime farmlands are not appropriate for this type of development."

While the proponents and language within the EIR refer to only the above two General Plan policies to establish General Plan compliance, the objectors believe that it is necessary for the Board, as the decision makers, to review and consider the entire General Plan and the numerous policies included therein that relate, or should relate, to this project. With that in mind, let us set forth what we believe to be General Plan policies that establish that the project is NOT consistent with the General Plan and therefore not entitled to the issuance of a Use Permit.

When the Colusa County General Plan was adopted, it included as its first element an element not required under state law, but of critical importance to the citizens of Colusa. That element is the Agriculture Element.

The introduction to the Agriculture Element states the following: "Farming and relating agricultural industries are not only the background of Colusa County's economy, they also play a central role in the way of life of County residents and help define the character of the County. Throughout the development of the Colusa County General Plan, County residents, stake holders, business leaders and elected officials identified the protection of agricultural lands and the expansion of agricultural opportunities as some of the most critical issues to be addressed in the General Plan.

The agriculture element contains goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses."

That introductory language creates the framework under which the Board should consider the various policies contained within the various elements of the General Plan, cited below.

Let us now look at various policies of the General Plan that relate to this project and the request for a Use Permit.

Objective AG1-A: "Recognize that agricultural land is the County's greatest natural asset and take appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses."

Policy AG1-8: "Protect agricultural lands from urban encroachment by limiting the extension of urban service facilities and infrastructure, particularly public water and sewer."

Policy AG1-9: "Encourage the conservation of agricultural lands using available programs that provide benefit to the County and/or farmers."

Action AG1-A: "Monitor the conversion of agricultural lands (AG, AU and AT) located outside of urban and urban reserve areas to non-agricultural uses."

Policy AG1-12: "Agricultural uses shall continue to be protected through ongoing adherence to the implementation of the County's Right to Farm Ordinance (Colusa County Code Chapter 34, Farming Practices)."

Objective AG2-A: "Expand opportunities to economic development and increased agricultural production by allowing agricultural processing facilities and uses directly supporting agriculture in all agricultural land use categories."

Policy AG2-1: "Agricultural related industrial support operations shall be permitted on agriculture lands. Such uses may include, but are not limited to, processing, assembly, distribution and warehousing of agricultural materials and commodities and alternative energy systems that provide energy for on-site uses. These uses should be permitted on agricultural lands as principal permitted uses subject to the standards of the Zoning Ordinance provided the following findings are made:

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a. The use provides a needed service to the surrounding agricultural area which cannot be provided more efficiently within designated industrial or commercial uses or which requires location to a non-urban area because of unusual site requirements, operational characteristics or proximity to agricultural goods and products....

Policy AG2-4: "The exploration and extraction of oil, gas and other mineral resources may be allowed on agricultural grounds, provided the activity is conducted in a way that minimizes interference with agricultural operations and does not result in permanent loss of the agricultural viability of the land."

Policy AG2-5: "Encourage and supply the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and solar or wind farms."

Policy LU1-7: "The land use map may be amended from time to time to ensure that there is an adequate supply of industrial, commercial, public service, residential, and other lands to serve the County's economic needs. However, agricultural and open space lands shall not be re-designated or developed for urban or residential uses unless:

The proposed use is necessary for the economic agricultural and social well being of the County. ....

The proposed use will not conflict with existing or anticipated uses in the vicinity."

Goal LU-2: "Maintain agriculture as the paramount land use in the County and ensure land use and planning decisions support a strong agricultural economy."

Objective LU-2A: "Conserve and protect agricultural lands through a variety of strategies, including general planning, zoning, taxation, and easements."

Policy LU2-2: "Ensure that future development and land use decisions protect the integrity of agriculture and do not in any way create a hardship for the County's farmers."

Policy LU2-3: "Ensure that lands presently in agricultural uses that do not adjoin existing communities continue to be designated for agricultural uses and are protected through the County's land use regulations."

Policy LU2-5: "Require lands designated Agricultural

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General, Agricultural Transition or Agricultural Uplands to remain designated for agricultural use, including businesses or uses that directly support County agricultural activities for at least the duration of the planning period, with the exception of lands re-designated consistent with the requirements of Policy LU1-7."

Policy LU2-6: "Discourage the division of land in agricultural areas if the division is not for the purpose of farming or other agricultural activities or if the division precludes the future opportunity to farm the ground."

Policy LU2-10: "Restrict mining activities such as the extraction of oil, gas, or other materials and natural resources, to avoid or minimize to a level of non-significance, impacts and to avoid or minimize conflicts with agricultural uses and farming activities. Enforce land use compatibility provisions of the Williamson Act when such activities impact contracted lands."

Policy OSR 1-11: "To the maximum extent feasible, the significant open space resources in the County, such as the western foothills, Indian Valley, and Bear Valley should remain visually undisturbed."

Policy CON 2-4: "Allow alternative energy production infrastructure (such as solar panel arrays) that limits energy generation to the amount necessary to support on-site uses in all land use designations as a principally permitted use, provided that the project complies with the following:

a. Does not detract from the visual character from the area and are either screened or designed to blend with the other uses on the site.

b. Is sized to produce energy in amounts comparable with the amount demanded by on-site uses.

c. Does not exceed noise standards.

d. Does not create a nuisance to adjacent properties."

As can be seen from reviewing the above General Plan goals, objectives and policies, the granting of a Use Permit would not be consistent with General Plan policies. All of the General Plan policies, that reference and encourage solar production, with the exception of Policy LU2-11, have the requirement that the solar project be related to an agricultural related industry. As indicated at the outset, this project is NOT agriculturally related in any way,

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shape or form. It is a commercial/industrial utility project to be constructed and operated to provide energy for PG&E's urban customers.

Furthermore, the policies cited within the Agriculture Element contemplate as provided in policy AG2-1 that the alternative energy systems shall provide energy for on-site uses. As we know, the energy that is produced from this project will NOT provide energy for any on-site use.

The proponents reliance on Policy LU2-11 is a illusory. LU2-11 requires the development of accommodations for the development of large scale commercial energy production. Such accommodations have not been developed and if they were to be developed they would need to be developed through an amendment to the General Plan with the specifics as to what those accommodations would entail. The project proponents and the authors of the EIR, who rely upon Policy LU2-11 as providing compliance with the General Plan are mistaken in their belief.

When one considers the General Plan as a whole and not merely two policies from the General Plan, it is indisputable that a finding cannot be made that this project will be in compliance with Colusa County's General Plan.

In light of the fact that the finding of compliance cannot be made, the Use Permit must be denied.

CONCLUSION

For the reasons stated herein, my clients, as second and third generation owners, farmers and ranchers of the adjoining real property, request that based upon the numerous reasons stated herein, that the Board deny certification of the Environmental Impact Report, that the Board not adopt a Mitigation Monitoring Plan and that the Board further deny the requested Use Permit.

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Packet Pg. 544

CLARK & NELSON
ATTORNEYS AT LAW

Your thoughtful consideration of the matters set forth herein is greatly appreciated.

Very truly yours,

CLARK & NELSON

By _____
David R. Nelson

DRN:d
cc: Colusa County Clerk of the Board of Supervisors
Colusa County Counsel
Colusa County Community Development Dept.
Garrett Colli, Perkinscoie, Attorneys at Law
Jean Terkildsen
Elizabeth Ferrini Katsaris
Matthew Ferrini

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9590 : Appeal of the Denial

Favero Ranch

Paul Favero
Michael Rex Favero
2233 Park Towne Circle
Sacramento, CA 95825
(916) 487 9100

RECEIVED
OCT 31 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

October 26, 2023

Gary J. Evans
Vice-Chair, District IV
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
gevans@countyofcolusa.com

Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Vice-Chair Evans:

I write today to ask for your objective consideration of the Janus Solar project, which will be heard on appeal at the upcoming November 7, 2023 Board of Supervisors meeting. This project will be built on our family's property, which is located south of the Spring Valley Road/Walnut Drive intersection and within your supervisorial district. I felt it important that you hear about the project from our family directly, as landowners in your district. We appreciate your careful review.

Our family has owned this property in Colusa County for over sixty years. Like other landowners in the County, we ardently believe in individual property rights, and that the government should not interfere with the ability to make economic use of one's own land within the bounds of the law. For our property, we have done exactly this. Over the past sixty years, we have improved our property and its profitability, all within the constraints of the Colusa County General Plan and Zoning Code.

Our request to convert a portion of the land to a solar project is no different. After careful consideration, including evaluating other farming or ranching alternatives, we believe that solar energy production is the best way for our family to make productive use of our land. The project will co-exist with our ongoing agricultural activities that we will continue to engage in throughout the lifetime of the project. In fact, the project site utilizes less than ten percent of our total acreage.

We understand agriculture is the key to the County's economy, and that our neighbors have farmed their land for generations. This project will not impact anyone else's farming operations. The portion of our property used for the project is not prime farmland. It has never been irrigated, and is used only for grazing. We have thoroughly reviewed alternative farming uses, including what would be needed to irrigate the land; but those options are not viable for our family. The project is the best option to continue a beneficial use of the less-productive portions of our land.

Importantly, our family will still control the property. At the end of the project, the solar panels and batteries will all be removed. After removal, our family will have the option to return the property to

Attachment: Attachment #17 2023 10 26 Favero Ranch (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

cattle grazing or any other allowed use that makes sense for the County and our family at that time.

Our family, in partnership with the project developer, has worked closely with County staff to ensure any impacts during construction to neighboring property owners or nearby farming operations will be avoided. The developer has committed to extensive dust suppression measures, limited construction hours, structure colors that blend in with the natural landscape, and providing a single point of contact for concerns, among several other actions to reduce any potential impact to neighboring properties.

The project will also bring significant economic benefits to the County. The developer will provide an annual $300,000 Fire Services Mitigation Fee that can be used to guarantee firefighters remain on staff and ready to serve. The developer will pay this fee, which comes out to more than $10,000,000, even if there is never a single call for service to our property. The developer will also pay an annual $100,000 Public Services Mitigation Fee direct to the County for unrestricted General Fund obligations, totaling $3,500,000 over the life of the project. The project will generate sales tax projected to exceed $3,200,000, resulting in a total economic output of $15,900,000 during the approximately 11-month construction period. Once operational, the project is anticipated to generate as much as $442,713 in property taxes each year for the 35-year life of the project.

In sum, this project is in the best interest of not only our family, but of thousands of County residents. The Board's decision will also undoubtedly set a precedent for what a landowner can do within the confines of their own property, particularly when uses are compatible with the County's adopted land use policies. As one of your constituents, I would welcome the opportunity to meet with you prior to the November 7, 2023 meeting to discuss the project. Thank you for your time and consideration.

With Respect,

Michael Rex Favero, DMD

Paul Favero, DDS

MRF/sp

Dr. Paul's cell (916) 952-8662 Dr. Rex's cell (916) 698-3548

Attachment: Attachment #17 2023 10 26 Favero Ranch (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Attachment #18

Patricia Rodriguez

From: Lucero.Weber@rwe.com
Sent: Monday, November 6, 2023 3:56 PM
To: Ann Nordyke; Patricia Rodriguez; Melissa Kitts; Jose Merced Corona; Janice Bell; Daurice Kalfsbeek-Smith; Kent S. Boes; Gary Evans
Subject: 16 written public comments in support of Janus Solar (Permit #20-01 PD - 3829)
Attachments: Letter from Brian Nannini to BoS_20231106.pdf; Letter from John Paddock to BoS_20231106.pdf; Letter from Josiah Pino to BoS_20231106.pdf; Letter from Leah Norton to BoS_20231106.pdf; Public comment from Beverly Muir.pdf; Public comment from Colusa Resident.pdf; Public comment from Denise Conrado.pdf; Public comment from Helen A.pdf; Public comment from J Wilson.pdf; Public comment from J. Big.pdf; Public comment from Kenny Banks.pdf; Public comment from Laura Grimm.pdf; Public comment from Miguel Lomeli.pdf; Public comment from Richard Mora.pdf; Public comment from Zulena Guerdada.pdf; Public comment Philly G.pdf

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Item: Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

Note:
Good Afternoon,

Attached you will find a letter of support for the Janus Solar Project signed by 16 community members of Colusa County to enter into the record ahead of the Board of Supervisors hearing on November 7th. These letters represent the fact that most people are unable to attend a meeting in the middle of a workday and often get underrepresented and overshadowed by the loud and privileged few.

Thank you so much.

--
Lucero Weber (she/her)
Organizer - West, Community Engagement
Mobile: 412.806.6544
Email: lucero.weber@rwe.com

RWE Renewables Americas, LLC
101 West Broadway, 11th floor
San Diego, CA 92101
americas.rwe.com

Attachment: Attachment #18 2023 11 06 Lucero Weber - 16 Letters In Support Janus Solar (9590 : Appeal of the Denial of Janus Solar Use

Attachment #18

Subject: Please Approve the Janus Solar Project Use Permit #20-01 (PD -3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

I am writing to express my strong support for establishing the Janus Solar Project within our community.

I believe that embracing the right types of development within the county will lead to a healthy, diversified economic growth while maintaining the traditional values that make residents proud to call Colusa County their home. As such, I would like to take the time to voice my support of this project and kindly request that you consider the approval of the conditional use permit for the Janus Solar Project (Permit #20-01 PD-3829)

I personally support this project for the following reasons and urge you to consider these points when making a decision.

The Janus Solar Project will increase revenue for the County.

The establishment of a solar farm will create job opportunities for local residents, from temporary construction jobs to permanent positions to operate the solar farm. Restaurants, fueling stations, hotels, RV parks, hardware stores, mechanics, civil contractors, sanitation services, gravel quarries, and many other local businesses will directly benefit from the solar farm's construction. The fiscal revenue the project will bring to the county will increase public funding for schools, roads, water/sewer, and other important public services that will benefit the county's 22,000 residents.

$300,000 annually for fire protection will help keep the entire community safe

RWE has consulted with The Williams Fire Protection Authority to ensure any fire concerns are fully addressed and has committed to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward securing our county's future.

Droughts have consistently challenged our county's agricultural productivity. Solar farms can operate independently of water resources, reducing the stress on our water supply during periods of drought. Introducing solar farms does not inherently detract from the county's identity. The land used for this project would represent less than 1% of the County's agricultural land and would only be a temporary endeavor.

It is important to protect the rights of farmers and landowners to utilize their property how they choose.

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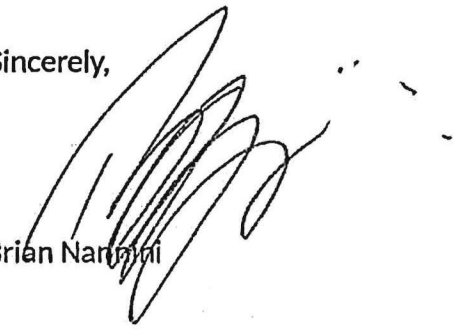
I believe that individual land rights are essential to promoting innovation, sustainable development, and economic growth within our community. As stewards of their land, farmers and landowners have the right to determine the most productive and beneficial use of their property. This principle has always been a cornerstone of our community, enabling individuals to contribute to our County's economic prosperity while respecting the environment. Denying landowners the opportunity to use their land to develop this type of project infringes upon this fundamental right to manage their land as they see fit.

Please help bring this project and its benefits to our county. Thank you for your time and dedication to the well-being of Colusa County.

Sincerely,



Brian Nannini

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Subject: Please Approve the Janus Solar Project Use Permit #20-01 (PD -3829)

Dear Colusa County Board of Supervisors,

As a proud resident of Colusa County, I am writing to express my strong support for establishing the Janus Solar Project within our community. I believe that embracing clean and renewable energy sources is crucial for the sustainable future of our county and the broader environment. I kindly request that you overturn the County Planning Commission's decision to deny the conditional use permit for the Janus Solar Project (Permit #20-01 PD-3829)

I personally support this project for the following reasons and urge you to consider these points when making a decision.

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Denying this project means turning away $300k annually for fire protection.

RWE spent over a year consulting with The Williams Fire Protection Authority to ensure any fire concerns were addressed and has agreed to pay $300 thousand annually to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward diversifying the county's revenue sources.

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It is important to protect the rights of landowners to utilize their property how they choose.

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Sincerely,

Beverly Muir

Beverly Muir (COLUSA COUNTY RESIDENT)

Attachment #18

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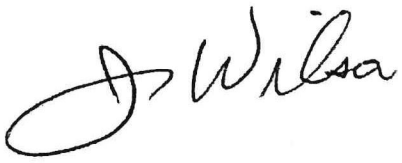

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Sincerely, Miguel Lomeli

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Sincerely,



John Patock

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Subject: Please Approve the Janus Solar Project Use Permit #20-01 (PD -3829)

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Denying this project means turning away $300k annually for fire protection.

RWE spent over a year consulting with The Williams Fire Protection Authority to ensure any fire concerns were addressed and has agreed to pay $300 thousand annually to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward diversifying the county's revenue sources.

Droughts have consistently challenged our county's agricultural productivity. Solar farms can operate independently of water resources, reducing the stress on our water supply during periods of drought. Introducing solar farms does not inherently detract from the county's identity. The land used for this project would only represent a small fraction of our land and is a temporary use while providing significant benefits.

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I believe that individual land rights are essential to promoting innovation, sustainable development, and economic growth within our community. As stewards of their land, farmers and landowners have the right to determine the most productive and beneficial use of their property. This principle has always been a cornerstone of our community, enabling individuals to contribute to our County's economic prosperity while respecting the environment. Denying landowners the opportunity to use their land to develop this type of project infringes upon this fundamental right to manage their land as they see fit.

Please help bring this project and its benefits to our county. Thank you for your time and dedication to our county's well-being.

Sincerely,



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10-4-23

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Richard Mora

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Sincerely, Josiah Pino

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Sincerely,

Denise Conrado
Colusa City Council member

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Sincerely,

Kerry L. Banks

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Leah Norton

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Attachment #19

Ann Nordyke

From: Pam DaGrossa <pam.dagrossa@gmail.com>
Sent: Monday, November 6, 2023 8:22 PM
To: Ann Nordyke
Subject: In support of Janus Solar Project Appeal
Attachments: DaGrossa Janus Appeal Letter of Support 11-6-23.docx

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Board Clerk,

Attached please find my comments in support of the Janus Solar Project appeal. I will likely be unable to attend the hearing in person due to work, so I am submitting them in writing (also pasted below, just in case).

Thank you,
Pam DaGrossa
530-619-0032
757 Jay St.
Colusa, CA 95932

Colusa County Board of Supervisors
547 Market St., Suite 102
Colusa, CA 95932

November 6, 2023

Re: Appeal of Planning Commission Resolution #23-006

Dear esteemed Colusa County Board of Supervisors,

As a resident of Colusa County, and someone who values personal autonomy as well as a strong and healthy community, **I am writing in support of establishing the Janus Solar Project in Colusa County and ask that you overturn the County Planning Commission's decision to deny the conditional use permit (#20-01 PD-3829) for this project.**

My support for this project includes the following:

1. **Increased revenue for the County.** Given the recent budgetary crisis, I believe the Board has an obligation to consider all new sources of revenue. Local businesses will benefit during the construction phase of the project, projected to last 10-11 months. Taxes will be generated. RWE will pay $300,000 annually to fund four new full-time positions at the Williams Fire department. The entire Williams community will benefit from these additional positions, which ensure a greater response to all calls for fire service.

2. **Solar farms are a non-permanent alternative use of land.** This project offers a way of diversifying land use without long-term negative impacts on the land itself. While periods of intense drought limit

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1. **Increased revenue for the County.** Given the recent budgetary crisis, I believe the Board has an obligation to consider all new sources of revenue. Local businesses will benefit during the construction phase of the project, projected to last 10-11 months. Taxes will be generated. RWE will pay $300,000 annually to fund four new full-time positions at the Williams Fire department. The entire Williams community will benefit from these additional positions, which ensure a greater response to all calls for fire service.
2. **Solar farms are a non-permanent alternative use of land.** This project offers a way of diversifying land use without long-term negative impacts on the land itself. While periods of intense drought limit agricultural use, solar farms continue to produce. For a landowner, income derived from the leasing of a portion of their land for a solar farm can support their other agricultural enterprises, allowing the farmer to endure when their other agricultural endeavors are less productive.
3. **Landowners have a right to determine the best use of their land.** Farmers are stewards of their land and should be allowed to manage it in the way they deem most productive. They understand the totality of their own agricultural portfolio and how to keep it sustainable.

I have reviewed comments in opposition to the project, most of which are from members of a single family and their attorney. It does not appear to have broad public opposition. The Planning Commission based their denial on "inconsistencies with the General Plan," without publicly detailing what those were.

Installation of this project would take place on some of the least productive, least visible lands in the county and would not affect surrounding land production (AG 1-2). The solar farm does not conflict with existing uses in the vicinity (LU 1-7) and because of its impermanency, preserves the land for future farm use. Within the General Plan, the Economic Development Element recognizes the importance of diversifying the County's economy, supporting efforts to attract new industries, and encouraging development of a variety of agricultural businesses.

I encourage you to bring this innovative project to Colusa County.

Sincerely,

Pamela S. DaGrossa

Attachment: Attachment #19 2023 11 06 Pam DaGrossa Support ltr (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Attachment #20

Greg Plucker

From: Colli, Garrett J. (Perkins Coie) <GColli@perkinscoie.com>
Sent: Tuesday, November 7, 2023 8:43 AM
To: Greg Plucker; Ann Nordyke
Cc: Jennifer K. Sutton; Alex.Salas@rwe.com; Lawrence.Folks@rwe.com
Subject: Request for Continuance of Janus Project Appeal Hearing

Importance: High

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

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Mr. Plucker and Ms. Nordyke:

Janus Solar, LLC, the applicant for the Janus Solar Project Permit #20-01 (PD-3829) and appellant of the related Planning Commission decision, is informed that project opponents have raised questions concerning an alleged conflict of interest of a member of the Board of Supervisors. While we believe that these allegations are unfounded, and nothing less than a last-minute ploy to prejudice the public process, we request that the Board delay the hearing currently scheduled for November 7, 2023, to December 5, 2023. This continuance will allow for the County to evaluate the claims and for the affected Board member to confirm their ability to participate in the Board hearing. The public is not benefited by one of its elected representatives being forced off the dais under duress. While we look forward to the Board's consideration of the project at the earliest possible opportunity, our preference is for the full Board to be able to participate in this important decision. And on that basis, we respectfully submit this request for a continuance to December 5, 2023.

Thank you,

Garrett Colli | **Perkins Coie LLP**
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E. GColli@perkinscoie.com

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Attachment: Attachment #20 2023 11 07 Garrett Colli Request for Continuance (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

OFFICE OF THE COLUSA COUNTY COUNSEL

605 Jay Street
Colusa, California 95932
Main: (530) 458-0895

Attachment #21

Richard Stout
County Counsel
rstout@countyofcolusa.com

Jennifer K. Sutton
Senior Deputy County Counsel
jsutton@countyofcolusa.com

November 10, 2023

L. Karen Harrison
Senior Commission Counsel, Legal Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street|Suite 3050| Sacramento, CA 95811
279.237.5919 Office | 916.322.1932 Fax | kharrison@fppc.ca.gov

RE: Request for analysis for possible Government Code Section 1090 violation

Dear Ms. Harrison,

Thank you for taking the time to speak to myself and Colusa County Board of Supervisors Chairman Kent Boes. I am writing to you as a follow up to our conversation to request a formal opinion from your office regarding the following questions:

Does Government Code Section 1090 (1090) prevent Chairman Boes from participation in the appeal hearing for the Janus Solar Project?

If Chairman Boes is unable to participate in the hearing pursuant to 1090, may the rest of the Board hear the appeal?

As we discussed in our phone call, there is some urgency to this matter as it is currently scheduled for a continued hearing on December 5, 2023. We are therefore requesting an expedited review of this matter, to the extent feasible. We certainly understand that this may require research and may not be able to be responded to in the requested time period.

STATEMENT OF FACTS:

The County of Colusa is a political subdivision of the State of California. Kent Boes has been elected to represent District 3 of Colusa County as a member of the Board of Supervisors and currently serves as the Chairman of the Board of Supervisors. As an elected member of the Board of Supervisors, Chairman Boes receives a salary and benefits from the County. In addition to being a member of the Board of Supervisors, Chairman Boes is also a volunteer firefighter for the Williams Fire Protection Authority, where he serves as a volunteer fire captain.

Attachment: Attachment #21 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict (9590 : Appeal of the Denial of Janus

Attachment: Attachment #21 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict (9590 : Appeal of the Denial of Janus

The Williams Fire Protection Authority (Authority) is a Joint Powers Authority created pursuant to Government Code title 1, division 7, chapter 5, commencing with Section 6500. (See attached document WFPA JPA.) The Authority is a JPA between the City of Williams and the Williams Fire Protection District. The City of Williams is an incorporated city located within the County of Colusa, the Williams Fire Protection District is a special district within the unincorporated area of the County of Colusa whose board is appointed by the Colusa County Board of Supervisors. The Authority is governed by a board of directors who are appointed by the City of Williams, the Williams Fire Protection District and a fifth member nominated by the Williams Volunteer Firefighter Association and appointed by the Williams Fire Protection District. Chairman Boes is also a member of the Williams Volunteer Firefighter Association.

Chairman Boes is a volunteer fire captain with the Authority. Chairman Boes' position is as an unpaid volunteer. Although he is not paid for his work within the Authority's response area, he is sometimes called out to participate in a "strike team" to respond to fires in the area of responsibility of the California Department of Forestry and Fire Protection (CalFire). When Chairman Boes is called out to provide mutual aid to CalFire as part of a "strike team", CalFire pays for his time fighting fires in the area of responsibility. The Authority serves as a pass through agency and pays the money received from CalFire for Chairman Boes time to him through a check. When this occurs, Chairman Boes receives a W-2 form from the Authority for the monies received from CalFire. Chairman Boes also receives certain benefits from the Authority, the Authority pays his premiums for MASA MTS coverage (https://www.masamts.com/) and his membership dues to the California State Firefighters Association. In the past, Chairman Boes did receive pay from the Authority when he would cover the shift of a paid firefighter or when he acted as the duty officer, but this has not occurred in well over a year. Chairman Boes is not a member of the board of directors for the Authority and does not take part in their decision making actions.

Janus Solar PV, LLC (Janus) is a corporation that is attempting to build a solar generating project in the unincorporated area of Colusa County. Documents regarding the project can be found here: Janus Solar Project | Colusa County, CA - Official Website (countyofcolusa.org) (https://countyofcolusa.org/996/Janus-Solar-Project). The project Janus is attempting to build has been found to qualify as a project under the California Environmental Quality Act (CEQA). Because the project qualifies under CEQA, it requires an environmental impact report (EIR) and Colusa County was determined to be the lead agency in the preparation of the EIR. Under the Colusa County General Plan, 2030 General Plan | Colusa County, CA - Official Website (countyofcolusa.org) (https://www.countyofcolusa.org/137/General-Plan) and Colusa County Ordinance Code, Colusa County Code (codepublishing.com) (https://www.codepublishing.com/CA/ColusaCounty/) the project requires a conditional use permit in order to proceed. In August and September of 2023, the project was presented to the Colusa County Planning Commission for approval of the use permit and certification of the EIR. The Commission denied the permit and certification and Janus filed a notice of appeal. Pursuant to Colusa County Ordinance Code Section 44-1.80.080(D), appeals of the decision of the Planning Commission are heard by the Board

of Supervisors and are considered de novo. The land where the project is to be located is currently part of the Williamson Act (see Government Code Section 51230 et. seq.), as part of the development of the project, the land would need to be removed from the Williamson Act which would increase the property taxes paid on the property. Concerns were raised in the EIR regarding the use of storage batteries at the project. In response to these concerns, the EIR contains mitigation measure PS-1, see page 94 of the final EIR Exhibit-A-Final-EIR-Janus-Solar-Project-SCH-2020070577 (countyofcolusa.org) (https://www.countyofcolusa.org/DocumentCenter/View/16869/Exhibit-A-Final-EIR-Janus-Solar-Project-SCH-2020070577). This mitigation measure requires that prior to the issuance of a building permit for the project, Janus will enter into a fire service mitigation agreement with the Authority which would include a $300,000 per year payment by Janus to the Authority.

The project is now coming before the Board of Supervisors for a hearing of the appeal filed by Janus. The matter will be heard by the Board de novo. The Board will be called upon to consider the evidence presented to determine whether to certify the EIR as sufficient, including all mitigation measures, and to consider granting the conditional use permit.

ANALYSIS:

1. Is the official subject to the provisions of Section 1090?

Chairman Boes is an elected member of the Colusa County Board of Supervisors who is paid by the County, he would therefore generally be subject to 1090. As an official of the County, we assume that it is permissible for him to approve contracts that provide revenue to the County which helps pay for his position, such as approving a sale of county property, because otherwise the County could not operate. The question then becomes how does his volunteer position with the Authority affect the analysis of this situation? Assuming that the action requested is a contract for 1090 purposes, if it is okay for him to approve an agreement that would bring revenue to the County, why would it not be okay for him to approve an agreement that would bring revenue to another governmental entity for which he volunteers?

2. Does the decision involve a contract?

There are two items that are subject to being approved by the Board in this action. The first is the conditional use permit. This is a permit that allows the applicant to use their property for a particular purpose, in this case a solar facility. This does not appear to take the form of a standard contract, although there is a fee paid for processing the application, it seems that it is more regulatory than a contract. However, the use permit does not seem to be the source of the potential conflict, even though it would increase revenue to the County by payment of the filing fee and the removal of the property from the Williamson Act, these are actions that affect the County directly and are part of every approval made by the Board of Supervisors. The bigger issue seems to be the certification of the EIR, and mitigation measure PS-1 in particular. We know that the concept of contract is to be broadly interpreted, but we would like to know if this qualifies. The EIR is an environmental document that contains certain mitigation measures that are enforceable.

Attachment: Attachment #21 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict (9590 : Appeal of the Denial of Janus

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However, this particular provision does not call for a payment to the County. Instead, it calls for a future contract between Janus and the Authority who would be a third party beneficiary of the EIR. The question to us is, does the approval of the EIR which includes a mitigation measure that requires a future agreement with another governmental entity constitute a contract for purposes of 1090?

3. Is the official making or participating in the making of the contract?

In this situation it appears to us that the operative contract that could raise a 1090 concern is actually the contract between Janus and the Authority. This is a prospective contract that would only occur if the EIR and use permit are approved and if the project actually moves forward after approval. It is not guaranteed that this contract would even take place if the project fails for some other reason. The separate contract would be negotiated and approved by the directors of the Authority, which is a separate governmental entity and Chairman Boes would not participate in the negotiation or approval of that separate contract. The question that appears to us then is, would approving the EIR qualify as Chairman Boes participating in the making of the contract for 1090 purposes?

4. Does the official have a financial interest in the contract?

Chairman Boes is an unpaid volunteer with the Authority, although his position with the Authority does result in payments through the Authority for work performed for a third party (CalFire) and certain benefits. Again, I think this raises a question of what is the contract in question. as previously stated, Chairman Boes' financial interest in the two items before the Board would result in increased revenue to the County in the same manner as any other project approval or revenue contract approved by the Board, which we believe doesn't create a conflict. The question then is this, does the approval of the EIR, which has the potential to cause a domino effect resulting in a potential contract with another governmental agency create a financial interest for Chairman Boes, even though his position with the other governmental agency is as an unpaid volunteer?

5. Does a statutory exception apply, such as a remote interest or noninterest exception?

These are part of the questions we are attempting to figure out. Would one of the exemptions apply that would classify this as a remote interest that would allow Chairman Boes to recuse himself and allow the rest of the Board to hear the case?

Or, would Chairman Boes' participation qualify as a non-interest that would allow him to fully participate in the proceeding under Government Code Section 1091.5(a)(7), (8) or (9)? Looking particularly at subdivision (9), would this apply because the item that is being approved, the EIR, does not directly involve a department that directly employees Chairman Boes, instead it is a contract with Janus and the agreement with the Authority is a separate agreement that he is not involved in approving?

6. Does the "Rule of Necessity" Apply?

Assuming that all the prior questions are answered that 1090 applies and it is not a remote interest, the question then arises as to would the rest of the Board still be able to hear the appeal? This is an appeal of a planning commission ruling, the planning commission is an authority appointed by the Board of Supervisors and is not independent of the County. If the entire Board were to be prohibited from hearing the matter, then there is no available recourse for review by Janus. There is no other entity that can hear the appeal and make a ruling as part of the administrative process. Janus could potentially file a lawsuit against the County to seek an overturn of the planning commission ruling and the failure of the Board to act, but the lawsuit would be against the County and the only authority to respond to the lawsuit lies with the Board of Supervisors. How could the Board defend the lawsuit if they are prohibited by 1090 from participating in the process? Therefore, would the rest of the Board be allowed to participate in the appeal notwithstanding a violation of section 1090?

Thank you again for any help you can provide us in answering these questions. There is one further question that we would like to raise: Chairman Boes is dedicated to serving the public and working as a firefighter, and finding volunteer firefighters in a small rural community is extremely difficult, that being said, would the analysis change if Chairman Boes were to resign his position with the Authority prior to the Board hearing the Janus appeal? If you need any further information or if I can any questions please feel free to contact me.

Sincerely,

Richard Stout
County Counsel

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Attachment #22

STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811
(916) 322-5660 • Fax (916) 322-0886

December 08, 2023

Richard Stout
Office of the Colusa County Counsel
605 Jay Street
Colusa, California 95932

Re: Your Request for Advice
Our File No. A-23-167

Dear Mr. Stout:

This letter responds to your request for advice on behalf of Colusa County Board of Supervisors Chairman Kent Boes regarding Government Code Section 1090, et seq.[1] Please note that we are only providing advice under Section 1090, not under other general conflict of interest prohibitions such as common law conflict of interest.

Also, note that we are not a finder of fact when rendering advice (*In re Oglesby* (1975) 1 FPPC Ops. 71), and any advice we provide assumes your facts are complete and accurate. If this is not the case or if the facts underlying these decisions should change, you should contact us for additional advice.

We are required to forward your request regarding Section 1090 and all pertinent facts relating to the request to the Attorney General's Office and the Colusa County District Attorney's Office, which we have done. (Section 1097.1(c)(3).) We did not receive a written response from either entity. (Section 1097.1(c)(4).) We are also required to advise you that, for purposes of Section 1090, the following advice "is not admissible in a criminal proceeding against any individual other than the requestor." (See Section 1097.1(c)(5).)

QUESTIONS

1. Does Section 1090 prohibit Colusa County Board of Supervisors Chairman Kent Boes from participating in the Janus Solar Project decision due to his role as a volunteer firefighter for the Williams Fire Protection Authority?

2. Under Section 1090, may he participate in the decision if he resigns from his firefighter position with the Authority?

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[1] The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18104 through 18998 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

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CONCLUSIONS

1. Because the Janus Solar Project decision involves the applicant entering into a fire service agreement with the Williams Fire Protection Authority and making an annual payment of $300,000 to the Authority to ensure fire protection, the County's decision is a contract decision subject to Section 1090. Under Section 1091(b)(13), Chairman Boes has a remote interest in the decision, as a person who receives salary, per diem, or reimbursement for expenses from Williams Fire Protection Authority, a government entity. He may not participate in the decision; however, so long as he recuses himself as detailed below Section 1090 does not prohibit the County Board of Supervisors from making the decision.

2. Under Section 1090, Chairman Boes' good-faith resignation from his position with the Authority would remove his financial interest in the Project decision, and he would not have a disqualifying economic interest under the Act. Accordingly, he would not be prohibited from taking part in the decision. However, should he resign and take part in the decision, he may be subsequently prohibited from acquiring a financial interest in the Project decision by accepting a future position with the Authority that is tied to the Janus Project decision. Under these circumstances, Chairman Boes should seek further advice prior to applying or negotiating for any position potentially funded or tied to the Janus Project decision.

FACTS AS PRESENTED BY REQUESTER

Kent Boes serves as the elected representative of District 3 on the Colusa County ("County") Board of Supervisors and is currently the Chairman of the Board of Supervisors. As an elected member of the Board of Supervisors, Chairman Boes receives a salary and benefits from the County. In addition to being a member of the Board of Supervisors, Chairman Boes is a volunteer firefighter and fire captain for the Williams Fire Protection Authority. Chairman Boes is also a member of the Williams Volunteer Firefighter Association.

The Williams Fire Protection Authority ("Authority") is a Joint Powers Authority ("JPA") between the City of Williams, which is located within the County, and the Williams Fire Protection District. The Williams Fire Protection District is a special district within the unincorporated area of the County whose board is appointed by the County Board of Supervisors. The Authority is governed by a board of directors appointed by the City of Williams, the Williams Fire Protection District, and a fifth member nominated by the Williams Volunteer Firefighter Association and appointed by the Williams Fire Protection District.

Chairman Boes is a volunteer fire captain with the Authority. Chairman Boes's position is as an unpaid volunteer. Although he is not paid for his work within the Authority's response area, he is sometimes called out to participate in a "strike team" to respond to fires in the California Department of Forestry and Fire Protection (CalFire) area of responsibility. When Chairman Boes is called out to provide mutual aid to CalFire as part of a "strike team," CalFire pays for his time fighting fires in the area of responsibility. The Authority serves as a pass-through agency and pays the money received from CalFire for Chairman Boes's time to him through a check. When this occurs, Chairman Boes receives a W-2 form from the Authority for the monies received from CalFire. Chairman Boes also receives certain benefits from the Authority. The Authority pays his premiums for MASA MTS (Medical Air Services Association Medical Transport Solutions) coverage and his membership dues to the California State Firefighters Association. In the past, Chairman Boes received pay from the Authority when he

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would cover the shift of a paid firefighter or when he acted as the duty officer, but this has not occurred in over a year. Chairman Boes is not a member of the board of directors for the Authority and does not take part in their decision making actions.

Janus Solar Project

Janus Solar PV, LLC ("Janus") is attempting to build a solar generating project ("Project") in the unincorporated area of Colusa County. Under the California Environmental Quality Act (CEQA), the Project requires an environmental impact report (EIR) with Colusa County as the lead agency in the preparation of the EIR. Under the Colusa County General Plan, the Project also requires a conditional use permit in order to proceed.

The land for the Project site is currently part of the Williamson Act. As part of the development of the Project, the land would need to be removed from the Williamson Act, which would increase the property taxes paid on the property. Concerns were raised in the EIR process regarding the use of storage batteries at the Project site. In response to these concerns, the EIR contains mitigation measure PS-1. This mitigation measure requires Janus to enter into a fire service mitigation agreement with the Authority, which would include a $300,000 annual payment by Janus to the Authority before the County issues a building permit for the project.

In August and September of 2023, Janus presented the project to the County Planning Commission for certification of the EIR and approval of the use permit. The Planning Commission denied the permit and certification, and Janus filed a notice of appeal. Pursuant to County Ordinance, appeals of the decision of the Planning Commission are heard by the Board of Supervisors and are considered de novo. The Project is now coming before the Board of Supervisors for a hearing of the appeal filed by Janus. The matter will be heard by the Board de novo. The Board will be called upon to consider the evidence presented to determine whether to certify the EIR as sufficient, including all mitigation measures, and to consider granting the conditional use permit.

ANALYSIS

Section 1090 generally prohibits a public officer or employee, while acting in their official capacity, from making or participating in the making of a contract in which the officer or employee is financially interested. Section 1090 is intended "not only to strike at actual impropriety, but also to strike at the appearance of impropriety." (*City of Imperial Beach v. Bailey* (1980) 103 Cal.App.3d 191, 197.) Section 1090 is "concerned with any financial interests, other than perhaps a remote or minimal interest, which would prevent the officials involved from exercising absolute loyalty and undivided allegiance to the best interests of" their respective agencies. (*Stigall v. Taft* (1962) 58 Cal.2d 565, 569.)

A contract that violates Section 1090 is void. (*Thomson v. Call* (1985) 38 Cal.3d 633, 646.) An officer is conclusively presumed to be involved in the making of agency contracts when the officer is a member of a board or commission that has the authority to execute the contract at issue. (*Id*. at pp. 645 and 649.) Moreover, when Section 1090 is applicable to one member of the governing body of a public entity, the proscription cannot be avoided by having the interested member abstain; the entire governing body is precluded from entering into the contract. (*Thomson v. Call*, *supra*, at pp. 647-649; *Stigall v. Taft*, *supra*, at p. 569; 86 Ops.Cal.Atty.Gen. 138, 139 (2003); 70 Ops.Cal.Atty.Gen. 45, 48 (1987).)

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A threshold issue is whether the County's decision to certify the Janus Solar Project EIR and approve the conditional use permit is a contract for purposes of Section 1090. In its 1995 opinion, 78 Ops.Cal.Atty.Gen.230, the Attorney General determined that a development agreement executed by a city or county and a land developer is a contract for purposes of Section 1090. In making this determination, the Attorney General looked to the Civil Code's definitions and essential elements of a contract. Civil Code Section 1549 states that "[a] contract is an agreement to do or not to do a certain thing." Civil Code Section 1550 requires the following essential elements: parties capable of contracting, their consent, a lawful object, and sufficient cause or consideration. Applying these requirements to the development agreement, the opinion states:

> A development agreement contemplates that both the city or county and the developer will agree to do or not to do certain things. Both parties will mutually consent to terms and conditions allowable under the law. Both will receive consideration. The developer will essentially receive the local agency's assurance that he can complete the project. The local agency in turn will reap the benefit of the development, with all the conditions it might legitimately require, such as streets, parks, and other public improvements or facilities.

(78 Ops.Cal.Atty.Gen.230 at pp.7-8)

The Attorney General also found that whether a development agreement proceeds in steps or is the product of a single, formal development agreement, the prohibitions of Section 1090 apply, noting the court's decision in *Thomson v. Call*, *supra*. In this matter, the court found that where the developer sought city approval for a development project and the city indicated it would grant its approval if the developer dedicated land for a park overlook, the city's purchase of property for the park obtained by the developer from a city council member was a single, multi-party "contract" for purposes of Section 1090. The court found that the transaction violated Section 1090, and this conclusion was not affected by the city council member's abstention from the decisions regarding his property, his use of the developer as a conduit for the sale of his property to the city, or that the development agreement proceeded in steps. (78 Ops.Cal.Atty.Gen.230 at p.8, citing *Thomson v. Call*, *supra*.)

Additionally, we have advised that "while many land use decisions are 'regulatory' in nature and not contracts," where the decision involves the project proponent providing a public improvement or similar consideration, the decision is contractual in nature. (See *Ansolabehere* Advice Letter, No. A-17-160A [an architectural review commission's design review of an application for a mixed-use development was not a contractual decision as did not involve negotiated conditions of approval, such that the officer was not prohibited from providing his art for the development] and *Willis* Advice Letter, No. A-18-227 [a rezoning decision is regulatory so long as it was not contingent on the applicant providing a public improvement or facility as consideration].)

Here, the County's decision is whether to certify or reject the EIR for the Project and approve the conditional use permit. The EIR includes a mitigation measure that requires Janus, prior to the issuance of a building permit for the project, to enter into a fire service mitigation agreement with the Authority, which would include a $300,000 annual payment by Janus to the Authority. This mitigation requirement was added to address concerns about the proposed use of

storage batteries at the Project site. Thus, this decision involves a single multi-party "contract" for purposes of Section 1090, because Janus is agreeing to these terms as a required condition for the County to certify the EIR and issue the conditional use permit. The decision is not regulatory in nature because the decision involves Janus providing payment to the Authority as consideration.

Your request raises the issue of whether Chairman Boes would be "participating in the making of the contract" as the mitigation agreement between Janus and the Authority may only occur if the Project moves forward. However, the "contract" at issue here is the agreement between the County and Janus, which is before the County Board of Supervisors for approval or denial. To elaborate on the determination in the above paragraph, the EIR requires Janus to do a certain thing (mitigate a fire risk to the County by entering into an agreement with the Authority) in order for the County to agree to certify the EIR and approve the conditional use permit; the County and Janus are the parties to this agreement; Janus is offering to make this agreement and pay the annual $300,000 to the Authority as consideration. Because Chairman Boes is presumed to participate in any contract decision before the Board of Supervisors, he will be participating in the making of the "contract." Additionally, the decision to certify the EIR and issue the conditional use permit is a multi-step transaction, which must be examined as a whole for purposes of Section 1090.

Next, we examine the type of financial interest Chairman Boes may have in the decision related to his role as a volunteer firefighter and captain with the Authority. We conclude Chairman Boes has a financial interest in the Authority, a government entity, due to his paid membership and health benefits, his potential to earn income "covering" for a paid firefighter or acting as a duty officer, as well as his "strike team" pay, all of which flows from his role as a volunteer firefighter and captain with the Authority. The Project decision would affect whether the Authority receives annual payments from Janus for firefighter services to enhance the Authority's budget.

Although Section 1090 does not specifically define the term "financial interest," case law and Attorney General opinions state that prohibited financial interests may be indirect as well as direct, and may involve financial losses, or the possibility of losses, as well as the prospect of pecuniary gain. (*Thomson v. Call*, supra, at pp. 645, 651-652; see also *People v. Vallerga* (1977) 67 Cal.App.3d 847, 867, fn.5; 85 Ops.Cal.Atty.Gen. 34, 36-38 (2002); 84 Ops.Cal.Atty.Gen. 158, 161-162 (2001).) A financial interest may include a public officer's prospect of future business opportunities related to the contract or desire to maintain a favorable ongoing relationship with the contracting party. (86 Ops. Cal. Atty. Gen. 187, 189 (2003).)

The Legislature has defined certain financial interests involved in a contract as "remote interests" in Section 1091 or "noninterests" in Section 1091.5. If a remote interest is present, the contract may be made by the agency provided: (1) the officer discloses their financial interest in the contract to the public body; (2) the interest is noted in the body's official records, and; (3) the officer abstains from participating in the making of the contract. (See Section 1091(a).) If a noninterest is present, the public officer may participate in the proceeding, subject to the requirements of the particular noninterest.

Relevant to these facts, Section 1091(b)(13) states that a public officer has a "remote interest" in the contract if the interest is "[t]hat of a person receiving salary, per diem, or reimbursement for expenses from a government entity." Therefore, Chairman Boes has a remote interest in the Project decision under Section 1091(b)(13) related to his role as a volunteer

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firefighter and captain with the Authority.[2] So long as Chairman Boes discloses his interest and it is noted in the Board of Supervisors' s official record, the Board of Supervisors is not prohibited from making the Project decision pursuant to Section 1091(b)(13).

Termination of the Financial Relationship

You request whether Chairman Boes may eliminate his financial interest by resigning from his firefighter position with the Authority prior to the Project decision. You note that Chairman Boes is dedicated to serving the public and working as a firefighter and that finding volunteer firefighters in a small rural community is extremely difficult. We advise that he may do so, with some important considerations.[3]

In 86 Ops.Cal.Atty.Gen 187 (2003), the Attorney General found that there is no "reach back period" regarding a financial interest under Section 1090 and "[i]f the person does not have a business relationship with the contracting party while in office and he has no other financial interest in the contract, section 1090 has no application." (*Id*., p.192.) However, the opinion assumes the termination of the business relationship will be made in good faith and in keeping with the purposes of Section 1090 and warns that the prohibition of Section 1090 remains in effect if the business relationship is not terminated in a manner that removes the possibility of any personal influence, either directly or indirectly. (*Id*.) Therefore, an official could not relinquish a position in order to vote on a decision and then return to the position that creates the conflict as this would frustrate the intent of Section 1090's prohibition - that a public officer may not make a contract in which the officer has a financial interest. To the extent that Chairman Boes legitimately resigns his position with the Authority, he will not have a financial interest in the Project decision, and his participation would not be barred by Section 1090.

We caution that Chairman Boes may be subsequently prohibited from accepting an employment position with the Authority that is tied to the Project decision should he resign and participate in the Project decision. Where the officer has participated in making the contract, the courts and the Attorney General have rejected a narrow focus on the timing involved and extended the prohibition to the public officer acquiring a financial interest in a contract decision *after* its date of execution. (*Stigall v. Taft*, *supra* [council member who had participated in the contract planning

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[2] Note: the "noninterest" exception in Section 1091.5(a)(9) is not applicable to these facts because the EIR and conditional permit decision involves the "department" (here, the Authority) that employs Chairman Boes. Section 1091.5(a)(9) defines this noninterest as follows:

> (9) That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.

[3] We note that in the event that Chairman Boes resigns in good faith, he would not have a disqualifying financial interest in the decision under the Political Reform Act ("Act"), conflict of interest provisions, due to the fact that his past compensation as a Willaims Fire Protection Authority volunteer would meet the exception from the definition of "income" under the Act for employment-related payments from a local agency. (Section 82030.) Additionally, there would not be an issue of the decision having a "personal financial effect" on his financial interests, so long as he has resigned in good faith. (Section 87103.)

process could not resign from office and enter into the contract with the city in his private capacity], 81 Ops.Cal.Atty.Gen. 317 (1998) [council member could not participate in establishing a loan program and then leave office and apply for a loan]; and 66 Ops.Cal.Atty.Gen. 156 (1983) [county employees could not propose an agreement for consultant services, then resign, and provide such consulting services].) The court in *City Council v. McKinley* (1978)80 Cal.App.3d 204, addressed this concern, stating:

> If the date of final execution were the only time at which a conflict might occur, a city councilman could do all the work negotiating and effecting a final contract which would be available only to himself and then present the matter to the council, resigning his office immediately before the contract was executed. He would reap the benefits of his work without being on the council when the final act was completed. This is not the spirit nor the intent of the law which precludes an officer from involving himself in the making of a contract.

(*Id*. at p. 212.)

In the event that Chairman Boes resigns and takes part in the decision, he should seek further advice prior to applying or negotiating for any position potentially funded or tied to the Janus Project decision.

If you have other questions on this matter, please contact me at KHarrison@FPPC.Ca.Gov.

Sincerely,

Dave Bainbridge
General Counsel

L. Karen Harrison

By: L. Karen Harrison
Senior Counsel, Legal Division

LKH:aja

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Attachment #23

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ROBERT D. CLARK
(1935-2004)

December 19, 2023

FOR YOUR INFORMATION

L. Karen Harrison
Senior Commission Counsel, Legal Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street/Suite 3030
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kharrison@fppc.ca.gov

Re: Colusa County request for analysis/potential conflict of Supervisor Boes

Dear Ms. Harrison:

Please be advised that we represent Jean Terkildsen, Elizabeth Katsaris and Matthew Ferrini, owners of substantial agricultural real property in the County of Colusa. Our clients' property is adjacent to the property upon which the Janus Solar Energy Facility would be constructed. Throughout the entitlement process, our clients have raised numerous questions and have filed opposition to the approval of this project.

We have been made aware of correspondence from Colusa County Counsel directed to you under date of November 10, 2023 with regard to the Janus project and whether it would be legally appropriate for Supervisor Boes to participate in the appeal of the denial of the project by the Colusa County Planning Commission. By this letter we wish to bring before you and the commission further facts and circumstances with respect to this matter prior to the issuance of your opinion.

Initially, I wish to advise you that this is a massive proposed project. It would result in converting 1,000 acres of agricultural real property into a solar energy facility with 196 thousand solar panels, an approximately 5 acre area for battery storage and an approximately 4 mile above ground electrical wire to connect the produced energy from the solar system to a PG&E substation. The importance of this issue to the community is also magnified by the fact that it could very well set a precedent for any number of similar future projects within our county.

What you were not advised of by Colusa County Counsel was the fact that this project application has been pending with the County of Colusa since early 2020.

While County Counsel's letter identifies Supervisor Boes as

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a volunteer captain of the Williams Fire Protection Authority we believe it fails to truly expose the very close and involved nature of Mr. Boes' relationship with the Williams Fire Protection Authority. Mr. Boes' biography as posted on the Colusa County Board of Supervisors website indicates the following: "since moving to Williams, he has immersed himself in his community. He has been a volunteer with the Williams Volunteer Fire Department since 2012 (currently serving as a Captain), and previously served as the Chairman of the Williams Volunteer Firefighters Association." (A copy of Mr. Boes biography is attached).

County Counsel's letter recognizes that Mr. Boes is at times paid for services with regard to the Williams Fire Protection Authority for covering shifts and for strike team services but negates that relationship in that he has not been paid for more than a year. However, in light of the fact that this project application has been pending since early 2020, Supervisor Boes apparently has been paid while this project has been pending before the County.

More importantly, Supervisor Boes can qualify for strike team work and be compensated therefore solely because he is a volunteer with the Williams Fire Protection Authority. It is quite likely that Supervisor Boes was paid for strike team work while the Janus application was pending before the County of Colusa, and it is also quite likely that he will be paid by the Williams Fire Protection Authority for strike team services in the future.

We wish to also point out that the original Janus Solar Project application did not have a mitigation payment for the Williams Fire Protection Authority. That mitigation measure only surfaced after the Williams Fire Protection Authority raised questions regarding fire concerns related to the project. After closed door meetings between the Janus proponents and representatives of the Williams Fire Protection Authority did the $300,000.00 per year fire mitigation fee come into play.

The potential of the Williams Fire Protection Authority receiving more than $10,000,000.00 in potential funding during the commercial term of the Janus project served to buy off the Williams Fire Protection Authority's questions and potential opposition to the project. We are attaching for your further consideration a copy of the Williams Fire Protection Authority letter to the parent company of the Janus project dated September 28, 2023 together with a copy of the letter of PerkinsCoie, attorneys for the Janus project proponents dated September 18, 2023. References within the PerkinsCoie letter that relate to the annual Williams Fire Protection Authority mitigation fee for $300,000.00 per year are included on pages 2 and 3, page 11 and page 16.

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While County Counsel's letter to you requests only an analysis with respect to the provisions of Government Code Section 1090, we believe that the analysis should further include reference to the Political Reform Act as codified within Government Code Section 87100 et seq. and in particular the applicability of the provisions of Government Code Section 87103 as it would apply to Supervisor Boes membership and affiliation with the Williams Fire Protection Authority.

County Counsel seeks to liken the Janus Solar Project pending application to a contract situation. We do not believe that this matter is a kin to a governmental contract. Rather, by their application, Janus is seeking an entitlement to convert 1,000 acres of agricultural real property into a commercial industrial energy production facility for off site purposes. To gain those entitlements, Janus proposed to pay more than $10,000,000 in mitigation fees to the Williams Fire Protection Authority. There can be no question that the governmental body that will reap the greatest financial benefit from this project is the Williams Fire Protection Authority.

It is our belief that the Political Reform Act seeks to prevent a governmental decision maker from participating when he or she has a financial interest in the matter before them, and additionally seeks to prevent the official involved from exercising absolute loyalty and undivided allegiance to the best interests of the public.

As the court stated in Witt v. Morrow (1977) 70 Cal.App.3d 817: "However, the whole purpose of the Political Reform Act of 1974 is to preclude a government official from participating in decisions where it appears that he may not be totally objective because the outcome will likely benefit a corporation or individual by whom he is also employed." While Supervisor Boes may not be a paid employee of the Williams Fire Protection Authority there is no question that both paid employees and volunteer firemen will reap the rewards of the fire mitigation fee proposed by the project proponents.

Lastly, it is apparent to us that there is a double standard as to who is considered to have a conflict of interest with respect to the Janus project. At the Planning Commission level, Commissioner McCullough, who has absolutely no interest or ties, financial or otherwise to the Janus project was advised by the County Counsel's office that he should recuse himself because of his long friendship with the undersigned. If merely a friendship with an attorney representing parties to a pending matter is sufficient to require recusal, we find it difficult, if not impossible to believe that Supervisor Boes' relationship, friendship, affiliation and economic

benefit that he receives through the Williams Fire Protection Authority does not also rise to the level requiring recusal.

In closing, I wish to relate that my clients, as property owners and residents of the Williams area of Colusa County have the utmost respect and appreciation for the Williams Volunteer Fire Department. The ongoing dedication of time, energy and willingness to assume risk for the benefit of the community by the firefighters, whether paid or volunteer, cannot be understated. However, the public is entitled to the objective, unbiased and fair decision making. In this situation, we question whether the tenants of the Political Reform Act of 1974 can allow Supervisor Boes to participate further.

Thank you for your consideration of the matters set forth herein and we will look forward to receipt of your opinion on this important matter.

Very truly yours,

CLARK & NELSON

By _____
David R. Nelson

DRN:d
Enclosure:
cc: Colusa County Counsel wo/enc.
Colusa Community Development Dept. wo/enc.
Jean Terkildsen
Elizabeth Katsaris
Matthew Ferrini

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Solar Power and the Williamson Act

Abstract

This informational paper provides background on the Williamson Act, considerations for solar facilities on Williamson Act contracted land, and the siting of large-scale solar projects on land under contract in the California Land Conservation Act (Williamson Act) Program has become an issue for many local governments.

Williamson Act Overview

The purpose of the Williamson Act (Government Code Section 51200 et seq.) is to assure sufficient food supplies, to discourage the premature and unnecessary conversion of agricultural lands, to discourage discontiguous urban development patterns, and to preserve open space.

As a voluntary program, the Williamson Act (Act) currently has approximately 15.6 million acres, nearly one-third of all the private land in the state, under contract.

Contracts are overwhelmingly with counties; although, there are a few cities participating in the program. Contracts place enforceable restrictions on the land and are binding on successors to both landowners and the local government. Landowners enter into agreements with cities and counties to restrict use of their land in return for lower tax assessments, based on the agricultural use versus the potential market value of the property. Article XIII, Section 8 of the California State Constitution allows county assessors to assess Williamson Act contracted land using a formula established by the State Board of Equalization and the Revenue and Taxation Code.

Another contract option under the Williamson Act is a Farmland Security Zone (FSZ) contract. Also voluntary, enrollment in an FSZ is for a 20-year automatically renewed contract, providing greater protections from urbanization pressure. FSZs also provide landowners with greater property tax reductions than traditional Williamson Act contracts. The process to cancel a FSZ contract is also much more stringent than a Williamson Act contract.

The Williamson Act charges the Department of Conservation (Department) with technical assistance regarding the policies, purposes, procedures, and administration of the Williamson Act, and charges local governments with the primary responsibility for implementation of the Act. Under the Act, cities and counties may establish agricultural preserves, which are designated areas devoted to agricultural, open space, or recreational use. Once a preserve is established, a city or county may enter into contracts with landowners within the preserve to

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restrict the use of the land. Some Williamson Act-based restrictions apply to all parcels in an agricultural preserve, so even if a specific parcel is not under contract, its location within an agricultural preserve can have an effect on the siting of a solar project.

The Act grants cities and counties broad discretion to adopt local rules defining allowable (compatible) uses on all parcels within agricultural preserves, and to draft the terms of individual Williamson Act contracts.

Solar Facilities on Williamson Act Land

Considerations

There are three important considerations when addressing Williamson Act issues, the first being that Williamson Act issues tend to be very fact specific, so any change in the fact pattern may change the possible outcome of a situation.

The second consideration is that local rules (and the language contained in any specific contract at issue) play an important role in determining what is allowed under the local Williamson Act program. While Government Code sections 51200–51297.5 set the minimum legal requirements of the Williamson Act, local rules may add requirements or may establish definitions for terms that are not defined in the Act. For example, the term "electric facilities" is not defined in the Williamson Act, and consequently some counties have chosen to narrowly restrict its definition to electrical transmission lines and related transmission improvements. Other counties have adopted a broader definition that includes the construction of electrical generation facilities, while many other counties are silent on the issue.

The third consideration is the importance of cities and counties establishing a strong, defensible written record that adequately addresses each of the Act's required findings necessary to justify a specific Williamson Act decision. This third consideration is especially important when considering the liberal enforcement clause found in Government Code section 51251, which extends legal standing to sue to not only the county, city, or landowner, but also neighbors and any other Williamson Act contracted landowner in the same county or city.

Five Options to Locate Solar on Williamson Act Contracted Land

The Williamson Act does not specifically address the placement of solar power generation facilities on land subject to it. However, depending on the specific characteristics of a particular facility, and the wishes of the landowner, there are five options in which a solar power generation facility may be located on land subject to the Williamson Act.

First, locating a solar power generation facility on land within an agricultural preserve may be allowed as a compatible use depending on the local rules governing compatibility. This is a discretionary action of

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the local government.

Second, the landowner may provide notice of non-renewal to the city or county administering the Williamson Act contract on the land, and eventually remove the Williamson Act's restrictions over use of the land.

Third, the contract may be "cancelled" pursuant to required statutory processes under appropriate circumstances. Here, in almost all cases, the landowner would be responsible for paying a cancellation fee.

Fourth, a public agency with the power of eminent domain may acquire land subject to a Williamson Act contract (through eminent domain or in-lieu of eminent domain), thereby "nullifying" the contract and rendering the land free from the contract's restrictions.

Fifth, a Solar Use Easement may be entered into simultaneously with rescinding a Williamson Act or Farmland Security Zone contract. This is a discretionary action of the local government.

These five options are discussed in more detail below:

1. Compatibility

Certain non-agricultural uses, including solar power generation, may be compatible with an underlying agricultural use. The Williamson Act provides three general circumstances when a solar power generation facility may be found compatible. First, a solar power generation facility may be a compatible use as an "electrical facility" when located on non-contracted land within an agricultural preserve.

Second, a solar power generation facility on contracted land may be a compatible use if it meets the "principles of compatibility" as set forth in Government Code Section 51238.1(a). Whether a proposed solar installation is compatible with the underlying agricultural use of the land depends almost entirely on the specific circumstances. The statutory test directs cities and counties to look at the degree to which the proposed project would significantly interfere with the underlying agricultural operation. If a proposed solar project would displace or impair only a very small percentage of the current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels, then the local jurisdiction could find that the solar panels would not reach the level of significant displacement and therefore be an allowed use.

Finally, under specific circumstances, a solar power generation facility may be approved by a city or county even if it is inconsistent with the principles of compatibility if: (1) the proposed site is located on non-prime land; (2) the proposed site is approved pursuant to a conditional use permit; and (3) the following four findings are made, based on substantial evidence in the record:

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1) The conditional use permit requires mitigation or avoidance of onsite and offsite impacts to agricultural operations.
2) The productive capability of the subject land has been considered as well as the extent to which the solar power generation facility may displace or impair agricultural operations.
3) The solar power generation facility is consistent with the purposes of the Williamson Act, to preserve agricultural and open-space land, or supports the continuation of agricultural uses, or the use or conservation of natural resources, on the contracted parcel or on other parcels in the agricultural preserve.
4) The solar power generation facility does not include a residential subdivision.

There are a host of factors for a county or city to weigh and consider in making the above required findings. These include but are not limited to the availability of irrigation water, size of the solar power generation facility, size of the contracted parcel, slope, placement and location of solar panels, and types of mitigation and avoidance offered. Local governments making these decisions should consult with their legal counsel.

2. Non-renewal

Williamson Act contracts may be administratively or unilaterally "non-renewed" either by the landowner or the city or county. Non-renewal of a Williamson Act contract starts a ten-year process toward the contract's expiration, during which property taxes will be returned to their full amount. However, the land use restrictions are still applicable during this period. Because of the extended time frame of non-renewal and the relatively rapid necessity to develop renewable energy sources, it is not likely that solar energy project developers will wait for the expiration of the contract through non-renewal as a method of voiding the land restrictions. However, on large scale or phased projects that will take more than 10 years to develop, the project developer could non-renew any contracted lands that will not be required in the first 10 years (or 20 years in counties that have 20-year minimum terms), and thus avoid having to pay a cancellation fee on those lands.

3. Cancellation

As an alternative to non-renewal, the landowner may seek to immediately cancel the Williamson Act contract. The Williamson Act allows contracts to be cancelled under certain circumstances. Cancellation is subject to discretionary approval by the local agency having jurisdiction over the contract. Landowners who cancel Williamson Act contracts are required to pay a fee of 12.5 percent of the unrestricted value of the property to the State.

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The grounds for cancellation are codified in Government Code section 51282, which allows for cancellation of a Williamson Act contract only when cancellation: (1) is consistent with the purposes of the Act; or (2) is in the public interest. Some jurisdictions require both findings.

Cancellation is consistent with the purposes of the Williamson Act when a landowner can show to the satisfaction of the city or county that: (1) notice of non-renewal has been served; (2) cancellation would not likely lead to a domino effect where nearby agricultural lands would be removed from production; (3) cancellation is consistent with the local General Plan; (4) cancellation would not result in scattered (or "leapfrog") urban development; and (5) no other suitable land is available for the project.

The Williamson Act does provide for the waiver of cancellation fees in certain narrowly defined circumstances. To grant a waiver, the county or city and the Secretary of the California Natural Resources Agency must find that: (1) the cancellation is caused by an involuntary transfer or change in the use which may be made of the land; and (2) the land is not suitable for a purpose which produces a greater economic return to the owner. It is unlikely cancellation for a solar power generation facility can meet these requirements.

Alternatively, a landowner can cancel if it can be demonstrated to the satisfaction of the city or county that:

1) the benefits to the State, as a whole, substantially outweigh the State's interest in preserving that land for agricultural production; and
2) either no other suitable non-contracted land is available nearby, or the development of the contracted land would result in more contiguous urban development than development of nearby non-contracted land. Because it is the policy of the State to require that a portion of its energy is generated using renewable sources, it is logical to expect that a local jurisdiction could find that the siting of a solar energy project makes the public interest findings required for cancellation of a Williamson Act contract. However, there are many factors in determining whether the production of solar energy is of a higher public interest than the pre-existing agricultural use of the land. Some factors may include the quality of the soil, current agricultural production, and the availability of reliable irrigation water.

4. Eminent Domain

Another avenue to remove the restrictions of a Williamson Act contract and provide a path for a solar power generation facility is

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through condemnation. A public agency or person with the authority to condemn property may acquire the land by, or in lieu of eminent domain, thereby rendering the Williamson Act contract void. There are no cancellation fees when a contract is voided by or in lieu of eminent domain.

5. Solar Use Easement

Landowners and local governments interested in solar-use easements should carefully review the applicable statutes at sections 51191-51191.8, and 51255.1 of the Government Code. Additionally, the Department adopted detailed regulations in 2014 that further explain criteria and requirements, including administrative fees, for solar-use easements. (See Cal. Code Regs., tit. 14, §§ 3100-3117.) These statutes and regulations detail the information needed to support the Department's approval of a rescission in favor of a solar-use easement, which must be "based on substantial evidence." (Gov. Code, § 51191.) If all requirements can be met, the landowner is required to pay a fee equal to 6.25 percent of the valuation (unrestricted fair market value) of the property, or 12.5 percent for a farmland security zone contract in addition to any administrative fees to conduct the process.

The Solar Use Easement option is a discretionary action of the local government and requires the local government to work with its Board of Supervisors or City Council, and its legal counsel, to make the decision to offer Solar Use Easements.

The Solar Use Easement requires that the land be used for solar photovoltaic facilities for a term of 20 years, or if the landowner requests, for a term of not less than 10 years.

The Department expects local governments to take the lead and work directly with landowners interested in solar-use easements, and for local government to make the initial determination whether to proceed with a rescission in favor of a solar-use easement.

Any local decision to rescind a Williamson Act or Farmland Security Zone contract in favor of a solar-use easement requires Department approval in consultation with the Department of Food and Agriculture.

Conclusion

There are many ways in which a solar power generation facility may be built within an agricultural preserve or on land restricted by a Williamson Act contract. In summary:

(1) A city or county may determine under certain factual patterns that a solar power generation facility is a compatible use on land restricted by a Williamson Act contract;

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(2) A city or county, or the landowner, may choose to not renew the contract;
(3) A city or county may find it is either consistent with the Williamson Act or in the public interest to cancel the contract for the solar power generation facility and immediately remove the land's restrictions;
(4) A public agency with the power to condemn property may acquire the contracted land by, or in lieu of, eminent domain and render the Williamson Act contract void; or
(5) A city or county may choose to offer Solar Use Easements.

One last consideration is that agricultural technology advances rapidly over time, and land that may be desirable for solar energy production today may one day be needed for the production of food. It is important that proposals for the conversion of agricultural land to solar energy projects include a detailed site restoration plan detailing how the project proponents will restore the land back to its current condition if and when the solar panels are removed, and bond funding ("restoration security") to secure the financial means to do so.

For additional information, contact the Department of Conservation's Division of Land Resource Protection at (916) 324-0850.

Department of Conservation, Division of Land Resource Protection
Williamson Act Program
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Sacramento, CA 95814
Phone: 916-324-0850
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Attachment: Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829) (9590 : Appeal of the

February 5, 2024

VIA EMAIL

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Gary J. Evans, Chair
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Kent S. Boes, Board Member
Jose Merced Corona, Board Member

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Re: Appeal to Board of Supervisors (the "Board") – Janus Solar Use Permit #20-01 (PD-3829) (the "Use Permit" or "CUP"); Response to Clark & Nelson Letter Dated October 24, 2023 (the "October 24th Letter")

Dear Chair Evans, Vice-Chair Kalfsbeek Smith, and Board Members Bell, Boes, and Merced Corona:

On behalf of Janus Solar PV, LLC ("Janus Solar"), we write in response to the October 24th Letter submitted by Clark & Nelson on behalf of various members of the Ferrini family raising numerous objections to Colusa County (the "County") staff's efforts to evaluate the Janus Solar Project (Use Permit #20-01, PD-3829) (the "Project") for purposes of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 *et seq.*, "CEQA") and attempting to cast doubt on the Board's ability to issue the requested CUP. It is our sense that the October 24th Letter (a) re-examines arguments that the County Staff, in conjunction with Janus Solar, has already spent substantial time and effort evaluating in prior analyses, and (b) presents no new evidence to undermine the adequacy of the environmental impact report (the "EIR")[1] or to controvert staff's recommendation that the Board should issue the CUP and approve the cancellation of the Williamson Act contracts. As such, Janus Solar urges the Board to adopt staff's recommendations to certify the EIR and issue the CUP so that the Favero family can put their property to productive use bringing significant benefits to the County without adversely affecting neighboring farming and ranching operations.

This response will substantiate the following key points:

- **CEQA Does Not Require Analysis of Hypothetical Impacts:** Under CEQA, an environmental impact report must include enough information for the Board to make an intelligent decision about possible environmental impacts. (*See Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors* (2001) 91 Cal.App.4th 342, 356.) As such, an environmental impact report need not include an exhaustive analysis of every possible

[1] "EIR," as referenced throughout, refers to the October 8, 2021 Draft EIR together with the February 3, 2023 Final EIR, Appendices, and all other studies or documents prepared by the County for environmental review, as these documents together represent the totality of the EIR under CEQA.

environmental impact, as the project opponents assert in the October 24th Letter. Rather, caselaw supports and acknowledges that such an imposition would be impractical and make completion of an environmental analysis nearly impossible.

- **The October 24th Letter Presents No New Evidence Under CEQA:** An environmental impact report should only be rejected on the basis that it fails to consider an impact where there is a "fair argument" that the impact may occur, based on "substantial evidence" in the record. (*See Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184.) The "substantial evidence" standard is critical, as CEQA makes clear that "argument, speculation, unsubstantiated opinion or narrative . . . or evidence of social or economic impacts" is *not* substantial evidence. We assert that (a) for purposes of CEQA, the only qualifying evidence in the record supports certification of the EIR, and (b) the October 24th Letter lacks substantial evidence to support a fair argument that the Project will result in any impact that has not already been fully considered under the EIR.

- **The Board Has Already Determined as a Matter of Binding Law that Commercial Solar is Allowed on Agricultural Land**: The October 24th Letter includes extensive copying and pasting of policies stated in the "Agricultural Element" of the County's General Plan in an attempt to show that only agricultural uses are allowed on agricultural land. This assertion, however, is incorrect as a matter of law because it fails to reveal that the General Plan also includes a policy that specifically allows for the use in question, and the County must honor that existing policy. This response will also further substantiate why the other Use Permit arguments in the October 24th Letter fall flat under scrutiny.

Janus Solar Responses to the October 24th Letter's "Preliminary Comments"

Opponent's Assertion:

> "A. My clients and their family members have owned, farmed and ranched properties in the Spring Valley area of Colusa County, which are adjacent to the property which is the subject of the proposed Janus Solar Project for four generations. In contrast to the utilization of the property upon which the Janus Solar Project is proposed to be constructed, my clients caused a portion of their adjoining property to be annexed into the Westside Water District following which they converted the non-irrigated grazing ground into farm property that has, for now more than 30 years, produced almonds. Other portions of my clients' properties have been utilized for sheep grazing. As referenced above, my clients have a vested interest in protecting and preserving the agricultural nature and attributes of Spring Valley."

Response: It is true that the Project site has not been annexed into the Westside Water District, which is a key factor in why the Favero family is pursuing an alternative economic use for their land. In contrast to farming operations, this Project will not require irrigation or the consumption of groundwater, and will drive significant increases in property taxes and generate hundreds of thousands of dollars in annual County fees without using water that can go to other local farmers and ranchers.

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Opponent's Assertion:

> "B. It is of utmost importance that the Board, as the decision maker, is fully advised as to the true nature of this proposed project. This project is a large scale commercial/industrial energy production project. It has absolutely no relationship to agricultural production, processing or marketing. The power produced will NOT be utilized on site, but rather will be delivered to the PG&E substation for distribution within the PG&E electric grid and beyond. The residences and businesses of Colusa County will NOT obtain any reduction in electrical costs or benefits from this project. It is a commercial/industrial facility of more than 1,000 acres to be located upon property designated under the Colusa County General Plan Land Use Designation as Agricultural and under Colusa County Zoning Designation as Foothill Agricultural (F-A) Zone."

Response: It is correct that the Project is not a traditional agricultural use, but such an assertion is irrelevant since the County's General Plan specifically authorizes commercial solar operations on agricultural land. The fact that the power generated by the Project will be sold to end users outside of the County—just as almonds grown in the County are sold to the broader market—is also irrelevant. Transmission of generated power to the broader community (regardless of the source) is the nature of California's integrated electrical grid. It is false and misleading, however, to assert that County residences and businesses will not "benefit[] from this project." County residents use electricity and they benefit from the availability of electrical capacity (like all California residents). Plus, the Project will generate *more than $30,000,000* of economic benefits to the County's residents and businesses.

To clear up the mischaracterization that the Project consumes "more than 1000 acres," it should be noted that the solar panels will only occupy 768 acres. Further, based on the land use policies and controls the County has in place, approval of this Project would not result in a proliferation of similar projects that change the rural character of the area. Any similar project would be subject to the County's public approval processes as described in the Code. Any other project would be assessed on its individual merits. As noted on page 16 of the December 5, 2023 Staff Report, plans for another large-scale solar project in Spring Valley have been abandoned. Staff reports that a preliminary application for a battery-only project was submitted 0.5 miles east of the Cortina Substation, which is much different in scope than this Project and would, again, be subject to independent review.

Opponent's Assertion:

> "C. We also wish to point out that the Environmental Impact Report prepared for the project was authored by the Colusa County Department of Community Development under the direction of Director, Greg Plucker. In view of the fact that the EIR was authored by Colusa County's Community Development Department, criticism or deficiencies with regard to the EIR may not receive fair and impartial treatment from the author. In light of the above, we request that any staff reports, recommendations and responses from County staff be viewed with knowledge of the potential bias as the Community Development Department has supported the project from its inception and has crafted staff reports and recommendations that only contemplate certification of the EIR and the granting of the requested Use Permit."

Response: This is an inappropriate attack on the County staff's credibility. CEQA specifically authorizes a local agency to prepare an environmental impact report. (14 Cal. Code Regs § 15084(d).) Even if the EIR were to have been prepared entirely by a consultant directed by staff,

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or by the applicant's consultant, staff would still be responsible for reviewing the adequacy of the document and presenting it to the Board. Moreover, the County enlisted a recognized environmental expert, Tetra Tech, to prepare the technical analyses in the EIR. No less than forty individual experts at Tetra Tech contributed to the preparation of the EIR. (*See* Draft EIR, § 6.2.) It is unclear to Janus Solar what the opponent is suggesting by their comments, but we feel it is important to note that staff's work on the EIR and in otherwise preparing the Project materials has been professional and thoughtful.

Janus Solar's Analysis and Responses to Opponent's Assertions Regarding the Inadequacy of the EIR

In the second section of the October 24th Letter, project opponents attempt to challenge the adequacy of the EIR, but fail to identify any new evidence (technical information, expert analysis, etc.) to support their position. Instead, the "Objectors Comments" rely exclusively on narrative statements (e.g., alleging that the analysis "defies reason" or "is insufficient"). These types of narrative statements do not amount to "substantial evidence" under CEQA, and are unsupported by the weight of evidence in the record, including the expert technical reports.

"Substantial evidence" under CEQA must include facts, reasonable assumption predicated on facts, and expert opinion supported by facts. (14 Cal. Code Regs § 15384(b).) "Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence." (14 Cal. Code Regs § 15384(a).) The Objectors Comments do not meet the "substantial evidence" standard, and we address each in turn as follows:

Opponent's Assertion:

> "Objectors Comments: The EIR proposes that the impact of zoning and the property being under the Williamson Act can be cured by a later action to cancel the Williamson Act contract. In the California Supreme Court case of Lesher Communications v. Walnut Creek (1990) 52 Cal.3d 534, the court determined that the validity of the authority under which development is regulated may not turn on possible future action by the legislative body or electorate. The possibility that the existing Williamson Act contract might be canceled does not cure the fact that the project currently conflicts with an existing Williamson Act contract."

Response: It is unclear what project opponents mean by "the impact of zoning" because the Project is expressly consistent with the Zoning Code which allows for "Energy Generation for Off-Site Use" in "Foothill Agriculture" (F-A) classifications with a Use Permit. (County Code § 44-2.20.30.) The Williamson Act contract cancellation is a separate issue that is appropriately included as a *condition of approval* for the Project. (*See* Draft Use Permit, Condition M.) *Lesher Communications v. Walnut Creek* is inapplicable here because it is not a mere "possibility" that the contracts "might be canceled." The contracts must be canceled, as a condition of approval, before the Project can proceed. Janus Solar has already submitted its petitions for cancellation to the County, and it would be illogical for the Faveros to be required to cancel the Williamson Act contracts before—and independent of—the Use Permit decision because without the Use Permit, there is no right to develop the Project.

Opponent's Assertion:

> "Objectors Comments: As stated above, the existing agricultural use of the subject property will be converted to a commercial/industrial use. There is therefore not sufficient analysis for the finding that that impact is less than significant."

Response: CEQA recognizes that the conversion of prime, unique, or farmland of statewide importance can result in a significant impact on agricultural resources. (CEQA Guidelines, Appendix G.) The Project site is grazing land and is *not* considered prime, unique, or farmland of statewide importance. As such, and as recognized by the EIR, conversion of the land from grazing uses to uses for renewable energy production is not a significant adverse impact on agricultural resources. This conclusion is supported by a Land Evaluation and Site Assessment (LESA)—a recommended tool in Appendix G of the CEQA Guidelines for lead agencies to determine the significance of a potential conversion. In this case, the Project-specific LESA score is low, indicating that "the Project will *not* result in a significant loss of farmland and will *not* have a significant impact on agricultural land use." (Appendix B to Draft EIR, LESA Analysis, p. 1) (emphasis added).)

Opponent's Assertion:

> "Objectors Comments: It is inconceivable that converting no less than 768 acres of agricultural grazing property to a commercial-industrial use by placing 196,000 solar panels will not serve to degrade the existing visual character or quality of public views. There is not sufficient analysis to support the less than significant impact as found in the EIR."

Response: Project opponents rely on the total number of solar panels to support their claim that the visual impacts analysis for the Project is inadequate, but this singular data point is not the analysis (i.e., comparison to baseline) that CEQA requires. To assess the impact of a proposed project, CEQA requires that the lead agency examines the *changes to existing environmental conditions* that would occur if the proposed project were implemented. (14 Cal. Code Regs § 15126.2(a); *San Joaquin Raptor Rescue Ctr. v County of Merced* (2007) 149 Cal.App.4th 645, 660.) For visual impacts, this means that the County must compare the existing viewshed to the change in viewshed with the proposed project constructed.

As detailed in Section III.B.2 of our September 18, 2023 Appeal Letter ("Appeal Letter"), the County did exactly this—engaged in a detailed analysis of the change in viewshed from Key Observation Points ("KOPs"), and determined in each case that the Project is either not visible or, when barely visible, that the contrast between the Project and existing landforms (i.e., rolling terrain) and vegetation would be minor. (Draft EIR, pp. 4.3-1 through 4.3-19). Project opponents seem to imply that if development can be seen by anyone from anywhere it "substantially degrades" the viewshed, but this is not the appropriate inquiry under CEQA. Further, subsequent to the Planning Commission hearing, Janus Solar agreed to increase required setbacks in key locations from 100 feet to 200 feet, which is eight times the minimum requirement under the Zoning Code. Updated visual renderings are included here as Attachment 1.

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Opponent's Assertion:

> "Objectors Comments: To suggest that the placement of 196,000 solar panels may not create a new source of substantial light or glare defies reason. Furthermore, the project contemplates that the solar panels will track the sun to make certain that they remain in line with as much sunlight as possible. The analysis merely references that solar panels are typically made with non-glare materials and therefore no new source of substantial glare will occur. There is insufficient analysis to support the finding of less than significant impact."

Response: Project opponents again rely on the size of the project (i.e., total number of panels) to claim that the EIR's analysis of light/glare "defies reason." This type of narrative comment is speculation which, without more, does not amount to "substantial evidence" under CEQA. The Draft EIR (p. 4.3-18) includes a detailed analysis to support its conclusion that the project would not create a new source of substantial light or glare, including that light reflection from the solar facility itself is inherently low, as photovoltaic panels are designed to capture (not reflect) sunlight and have a lower refraction/reflectivity index than common sources of glare in residential environments. Any potential glare is further reduced by the application of anti-reflective coatings to the panels. Project opponents imply that anti-glare is only referenced as industry standard and would not be applied here, but this is not accurate. The panels will be dark in color, with anti-reflective coating specifically to minimize light reflection. (Draft EIR, p. 2-4.)

Opponent's Assertion:

> "Objectors Comments: The project description indicates that 196,000 solar panels on tracking devices will be constructed and installed upon 768 acres. The tracking stands will require excavations for each of the stands that will be a part of the tracking devices. The scope of the excavation is not specified within the EIR and as a result the extent of disturbance of soil and loss of topsoil has not been reviewed. There is insufficient analysis to support the fact that substantial soil erosion, or the loss of topsoil is less than a significant impact."

Response: To assert that the Project does not evaluate and account for impacts to soils—again, only based on the total number of panels/trackers—is inaccurate. The Project will minimize grading by using portions of the site that are flat and is designed to follow the natural drainage patterns of the site. (Draft EIR, p. 4.10-9). Further, and as detailed in the EIR, the Project requires a National Pollutant Discharge Elimination System ("NPDES") Construction General Permit under the federal Clean Water Act which requires that the Project adheres to specific erosion control measures to protect water quality and soils. (Draft EIR, p. 4.7-10.) As part of the NPDES permit, Janus Solar must develop a "Stormwater Pollution Prevention Plan" with detailed best management practices ("BMPs") to minimize and prevent conditions of erosion during the construction period.

In addition to the federal requirements, the Project must be built in compliance with the Colusa County Code which states that "there shall be no net increases in off-site drainage flows, including peak flows during a storm event, and water quality measures shall be implemented to reduce stormwater pollutants." (County Code, § 44-2.20.20.) The EIR, therefore, appropriately concludes that impacts to soils are accounted for based on the fundamental Project design and enforcement of mandatory permit requirements.

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Opponent's Assertion:

> "Objectors Comments: There can be little dispute that the lithium ion batteries that will be stored in containers on the project site contain hazardous materials. The EIR references the fact that the batteries will be contained within metal containers with concrete flooring. However, the EIR is devoid of analysis of an explosion or fire and whether the containers are sufficient to contain hazardous and toxic materials from escaping the container either through leakage whether by air or by water. There is insufficient analysis to determine that there is less than a significant impact for the potential of the release of hazardous materials into the environment."

Response: It is inaccurate to claim that the EIR is "devoid of analysis" regarding the potential for a fire to start within the Project's battery energy storage system. The Draft EIR provides a detailed analysis of the potential for battery fire, excerpted as follows:

> The Project would include battery energy storage systems and other supporting electrical equipment elements that may be susceptible to fire. However, each battery energy storage system used on-site would be designed, operated, and ultimately disposed of in compliance with all applicable requirements including the California Fire Code, Section 608 of the IFC, which has been adopted by the State of California, to minimize risk of fire from stationary battery energy storage systems and contain fire in the event of such an incident, and Article 480 of the National Electrical Code, which identifies insulation and venting requirements for stationary storage batteries to further reduce potential fire risk. Additionally, the battery energy storage system would include fire protection systems. Intermittent maintenance activities could increase the potential for ignition on-site due to the presence of vehicles and use of equipment; however, given the low frequency and nature of maintenance activities as well as the site topography, vegetation, and surrounding land uses, Project operation and maintenance would not significantly exacerbate existing wildfire risks. The potential impacts related to wildfires would be less than significant.

(Draft EIR, p. 4.20-9). The EIR analyzes the risk of battery fire and appropriately concludes that, given the multi-layer protections—including built-in fire protection systems that strictly adhere to state and international codes and standards—the potential impact is less than significant.

Opponent's Assertion:

> "Objectors Comments: The project contemplates creating a string of trackers carrying DC electricity that would then through the use of inverters convert the DC electricity produced by the panels in to AC electricity. The AC electricity would then be transmitted through overhead wires some four miles to the PG&E Cortina Substation. These activities would take place on lands classified as a State Responsibility Area which is adjacent to areas of high fire danger. We are all aware of the devastating wildfires in northern California, many of which were caused by defective or fallen transmission lines. While PG&E is currently spending billions of dollars to put transmission lines in high fire zones underground, this project proposes to create a true fire hazard with an above ground transmission line in a high fire area known for significant wind events. Have we not learned from the devastation of Paradise, Caldor and the many other fires that have devastated communities and livelihoods. The EIR does not discuss the alternative of

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> under grounding the transmission lines. Once again, there is insufficient analysis to support the finding that the risk of injury or death involving wildland fires is less than a significant impact."

Response: Chapter 4.20 of the Draft EIR ("Wildfire") thoroughly examines the existing conditions with respect to wildfire risk in the Project area and analyzes the potential impacts in accordance with CEQA. The project is within a "State Responsibility Area," as defined by CALFIRE, but *not* within a CPUC "High Fire Threat District." (Draft EIR, p. 4.20-2). The EIR carefully analyzed the risk of wildfire due to the Project's battery storage system and, based on the multi-layer protections in place and strict adherence to state and international codes and standards, concluded that the project would not significantly exacerbate existing wildfire risks. Nonetheless, to further account for and to minimize any potential impacts, Janus Solar will create a Wildland Fire Management Plan, subject to Williams Fire Department approval, prior to building permit issuance. The plan will detail implementation measures to control and maintain vegetation throughout the project site (e.g., limiting vegetation height, incorporating necessary access roads/fire breaks, and installing fire sprinklers).

With respect to the alternatives analysis, CEQA does not require that every possible alternative to a Project's design be analyzed. Only alternatives that (i) can significantly reduce environmental impacts, (ii) can attain most of the basic project objectives, (iii) are potentially feasible, and (iv) are reasonable and realistic must be considered. (14 Cal. Code Regs § 15126.6(c).) Undergrounding the Project's generation intertie line, which would be prohibitively expensive, is neither realistic nor feasible based on the Project's objectives of establishing a solar facility in a cost-competitive manner and therefore such consideration was not required to be analyzed as a reasonable alternative.

Opponent's Assertion:

> "Objectors Comments: Discussion within the EIR references that there would be minimal new impervious surfaces as a result of the project. The analysis ignores the fact that the solar panels are an impervious surface. While we do not know the dimensions of the proposed solar panels because the EIR only references that the specific panels have not yet been selected, a reasonable projection is that the panels will be between 20 and 24 square feet each. This would result in the addition of more than 4 million square feet of impervious solar panels resulting from this project. When rainwater impacts the solar panel, it will no longer fall evenly across the ground below. Rather, it will run to the low spot on the panel and then create its own channels to the natural drain off of the property. The EIR contains no discussion with regard to the potential for erosion or siltation on or off site, nor does it discuss the potential for an increase in the rate or amount of surface runoff which could result in the capacity of storm water drainage systems being exceeded. The fact that there was no discussion with respect to these hydrological issues, results in an insufficient analysis to permit the finding that potential impacts to drainage are less than significant."

Response: The statements above are purely speculative and, without more, do not constitute "substantial evidence" under CEQA. Opponents provide no expert information to support their claims that the solar panels will prevent rainwater from flowing through the natural drainage patterns of the site. The EIR, in contrast, was prepared by more than forty technical experts—including two experts that exclusively focus on hydrology and water quality—and, based on technical reports and site-specific data, concludes that the project infrastructure would not prevent natural stormwater flow. (Draft EIR, p. 4.10-9). As the December 5th Staff Report further explains,

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the soil permeability rate for a majority of the site will remain unchanged, with existing grassland (maintained at low, fire-safe levels) underneath the solar panels. (Staff Report, p. 18.) Opponents offer no fact-based evidence demonstrating otherwise.

Opponent's Assertion:

> "Objectors Comments: The conflict with General Plan policies and zoning restrictions are applicable to both the adequacy of the EIR and the approval or denial of the Use Permit. A more in depth discussion with regard to General Plan policies and zoning regulations will be addressed in the section discussing the Use Permit as set forth below. Suffice it to say at this point, that an EIR must discuss any inconsistencies between the proposed project and applicable general plans. 14 Cal. Code Regs. Section 15125(b)."

Response: As detailed in our Appeal Letter, and in response to the "Requested Use Permit" section of the October 24th Letter below, the Project is expressly consistent with the General Plan and Zoning Code, which allows for off-site energy production (including solar) with a Use Permit. Opponents' arguments otherwise are not supported by the County's articulated land use policies.

Opponent's Assertion:

> "Objectors Comments: There is only one access route to the project area, that being Spring Valley Road. Spring Valley Road is not paved in the area of the project and is subject to significant erosion and flooding. As evidenced by comments of nearby property owners, oftentimes the roadway is impassable to two way traffic and at times impassable to any traffic due to significant flooding conditions. The EIR discussion only relates that existing roads provide adequate egress/ingress to the proposed project site in the event of an emergency. There is no discussion within the EIR concerning the condition of the roadway, especially during rain events. In response to the comments of Bob and Cindy Freed with regard to the flooding conditions on Spring Valley Road as well as Walnut Drive and East Camp Road the response focused on the number of vehicle trips and dust control and ignored road conditions, flooding and the impassibility during rain events. There is not sufficient evidence to support the finding that the potential of inadequate emergency access is less than a significant impact."

Response: Chapter 4.17 of the EIR ("Transportation") analyzes the potential traffic and roadway impacts as a result of the Project and appropriately concludes that the impacts will be less than significant. Unlike a commercial farming operation or a large residential development, which would result in an increase in daily vehicle trips to a given area, the Project does not bring with it additional traffic. During operations, only a handful of staff would visit the Project site; during construction, traffic will be closely monitored in accordance with the conditions of approval in the Use Permit. In addition, to claim that the EIR does not address the condition of Spring Valley Road is inaccurate. The EIR analyzed potential impacts to existing roadways and requires pre- and post-construction inspection of access roads, documented by photos/videos and conducted with County Public Works staff. (Final EIR, Mitigation Measure "TRANS-1".) If Project-related construction traffic results in any damage to roadways, the roadways must be repaired to the satisfaction of the Public Works Director. (*Id.*)

Janus Solar's Responses to the October 24th Letter's "Decommissioning" Comments"

Opponent's Assertion:

> "The project contemplates that at the end of its 35 year term of operation that the solar arrays and battery storage systems and other components of the project will be decommissioned. While the EIR mentions decommissioning, the only condition with regard to decommissioning is that a performance bond will be required. The issue of decommissioning should be of utmost important and concern to the County of Colusa. If at the end of its operational term, or before, should the project become no longer economically feasible, the project operator may very well no longer be solvent, and it must be anticipated that the project could be abandoned. Such an abandonment leaves the County of Colusa, and its citizens, holding the bag for decommissioning."

Response: These comments misconstrue how bonding works and ignore other requirements relating to the bonding condition of approval in the draft CUP. The very point of a surety bond is that a well-funded insurance company, which is totally independent of the party responsible for purchasing the bond, retains liability for the applicant's performance. The County will make a claim on the bond if the applicant fails to perform. This means that the County will not be left "holding the bag" for decommissioning. Instead, the County would have cash on hand to hire another expert contractor to perform the work. Moreover, proposed Condition S of the draft CUP requires an updated engineer's estimate every five years to ensure that the amount of the bond is sufficient to cover the costs of decommissioning if cost estimates increase over the life of the Project. This requirement squarely addresses this concern.

Opponent's Assertion:

> "In view of these possibilities, the EIR should have fully studied and analyzed the issue of decommissioning, the cost of said decommissioning some 35 years hence, and whether securing and obtaining a bond is even feasible or possible."

Response: CEQA requires an analysis of reasonably foreseeable environmental impacts, not speculative scenarios that cannot be reasonably foreseen. (14 Cal. Code Regs §§ 15064(d), 15358(a)(2).) Here, the October 24th Letter posits a scenario where both the applicant fails to perform decommissioning and somehow, the surety collapses and funding is not available to cover decommissioning. This is the kind of speculative analysis that CEQA simply does not require. Further, as to whether the EIR should study the availability of bonding, Condition S of the draft CUP requires the bond to be in place *before a building permit is issued.* Thus, if there is no bond, there is no building permit, and there is no project and no effect on the environment whatsoever. Accordingly, the EIR does not and should not study that scenario. To the extent that the opponents are arguing that the EIR did not include an analysis of the decommissioning, see below.

Opponent's Assertion:

> "The EIR is devoid of any studies with respect to decommissioning and the economic requirements to decommission a project of this size and scope. The EIR merely references that at some point in the future an unknown individual or individuals will make some estimate as to decommissioning costs and a bond amount will be fixed. Leaving such a paramount issue for

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future determination is not favored under California law. The Board, as the decision makers, and the public are entitled to be fully advised with respect to an issue as important as decommissioning a project that will include 196,000 solar panels together with their tracking arrays and a battery storage complex of 5 acres. The failure to study, analyze and determine the best methods to ensure that the decommissioning of the project occur must be a component of this EIR. Failure to include such pertinent information renders the EIR as inadequate."

Response: The EIR clearly describes decommissioning and contemplates it as part of the Project Description and related analyses. (*See* e.g., Draft EIR § 2.4.1.8.) As stated above, CEQA does not require an economic analysis. (*See* 14 Cal. Code Regs § 15131.) Further, Condition S of the draft CUP requires the bond to be in place before a building permit is ever issued, and it provides that the Community Development Director will review the adequacy of the bond amount every five years based on an engineer's cost estimate. The EIR is fully adequate in this regard, particularly in light of the draft CUP conditions.

Janus Solar's Responses to "Mitigation Monitoring" Section of the October 24th Letter

Opponent's Assertion:

"An additional significant omission from the EIR is the discussion of an appropriate and effective Mitigation and Monitoring and Reporting Program. The lead agency must adopt a reporting or a monitoring program that is designed to ensure compliance with the adopted mitigative measures. While the EIR contains numerous mitigation measures there is no discussion as to how those measures will be monitored to ensure compliance. The EIR should have reviewed and recommended specific means and manners for the monitoring to occur. This is particularly incumbent in our County in light of the fact that our Community Development Department, which includes the planning division, has extremely limited resources and may not have persons capable or competent of understanding and being in a position to determine whether the required mitigation is in fact being employed. Once again, the Board, as the decision makers, and the public, are entitled to be fully advised as to how the monitoring and reporting for compliance of mitigative measures will proceed, who will be responsible for reporting and what will be the consequences if there is non-compliance? The EIR fails to address this very significant issue and at times places monitoring in the hands of the contractor which is a complete abdication of mitigation monitoring.

The failure to appropriately study, review and establish appropriate parameters for an effective mitigation monitoring and reporting program renders the EIR inadequate."

Response: The concern about whether the mitigation measures (and/or the conditions of approval in the Use Permit) will be enforced are misplaced. Colusa County is the lead agency and responsible for implementation and enforcement of the Mitigation Monitoring and Reporting Program ("MMRP"), which is developed based on the finalized mitigation measures in the certified EIR and conditions of approval included in the draft CUP. The MMRP is included as Exhibit B to the Staff Report. The MMRP includes a description of the required mitigation measures, the timing for implementation of the mitigation, and the party responsible for implementation of the mitigation. Condition D of the draft CUP requires compliance with the MMRP as a condition of approval. As such, the County has the responsibility and authority to enforce the MMRP just as

with any other permit condition of approval. This is the same approach as it would be for any project, and the County is well-versed in this process.

Janus Solar's Responses to "Requested Use Permit" Section of the October 24th Letter

The October 24th Letter argues that the CUP cannot be issued because the Project is inconsistent with the General Plan. More specifically, the letter asserts that when the General Plan's policies promoting agriculture are weighed against the relatively fewer—albeit specific—policies that authorize commercial solar on agricultural lands, that the agricultural policies must be considered paramount and therefore prohibit the Project. In addition to copying and pasting nineteen select provisions of the General Plan into the letter, the project opponents argue as follows:

Opponent's Assertion:

> "While the proponents and language within the EIR refer to only the above two General Plan policies to establish General Plan compliance, the objectors believe that it is necessary for the Board, as the decision makers, to review and consider the entire General Plan and the numerous policies included therein that relate, or should relate, to this project. With that in mind, let us set forth what we believe to be General Plan policies that establish that the project is NOT consistent with the General Plan and therefore not entitled to the issuance of a Use Permit."

Response: This fundamentally misconstrues the manner in which a general plan must be interpreted and applied under California law. The California Government Code establishes not only the required elements of a general plan, but also how a city or county must interpret and apply those policies after a general plan is adopted. (Cal. Gov't Code, §§ 65300 *et seq*.) A general plan must be integrated and internally consistent, both among the different elements of the general plan and within each general plan element. (Cal. Gov't Code, § 65300.5(a).) Indeed, to adopt a general plan, a county must certify that the general plan is internally consistent. If a county cannot make this finding, then its general plan is legally inadequate, and the county cannot make related general plan consistency findings to issue zoning approvals. (*Garat v. City of Riverside* (1991) 2 Cal.App.4th 259, 281, disapproved on another ground in *Morehart v. County of Santa Barbara* (1994) 7 Cal.4th 725, 743, fn. 11.) Further, it is established law that except for a narrow circumstance relating to housing, no provision, or combination of provisions in a general plan, may take precedence over any other. (*Sierra Club v. Kern County Bd. of Supervisors* (1981) 126 Cal.App.3d 698, 708.)

General Plan Policy CON 2-3 states: "Allow commercial alternative energy facilities, including solar . . . in the Agricultural General, Agricultural Upland, Industrial Forest and Resource Conservation land use designations with a Conditional Use Permit." General Plan Table LU-1 specifically states that energy production uses, including solar, are allowed on properties subject to the Agricultural Upland General Plan land use designation. Moreover, General Plan Table LU-1 states that the Zoning Code will identify allowable uses for each parcel, and the Code authorizes "energy generation for offsite uses" as a conditionally permitted use on property subject to the Foothill Agricultural zoning designation, which includes the Project.

The Board of Supervisors determined in 2012 that the above-referenced general plan provisions along with the nineteen different plan policies, goals, and actions referenced in the October 24th Letter are internally consistent. The Board made this specific finding in Resolution No. 12-025,

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stating: "[t]he Goals, Objectives, Action Items, Programs, and maps of the 2030 General Plan are internally consistent and do not conflict with any other plans." To interpret the plan to the contrary now would mean that the General Plan has been legally inadequate since it was approved in 2012, which would call into question the County's ability to approve land use permits.

Accordingly, based on the Board's own certification and binding requirements of State law, the various General Plan policies promoting agriculture and those promoting commercial solar facilities for offsite energy consumption must be read *together* such that they are internally consistent, and that neither policy priority takes precedence over another. Thus, the October 24th Letter is incorrect in characterizing the analysis as being as simple as whether there are more agricultural policies compared to those that favor energy generation, or that the General Plan prohibits commercial solar facilities on agricultural land altogether. Such an interpretation would create internal inconsistency and establish the precedence of certain general plan provisions over others; both of which are prohibited. Finding now that the General Plan prohibits commercial solar on the Property is an indefensible position in light of the text of the General Plan and the County's prior consistency determination.

The General Plan and Zoning Code allow for commercial solar facilities on agricultural lands subject to a CUP. There is no basis in law to simply disregard Policy CON 2-3, as the October 24th Letter purports. The County was deliberate in including Policy CON 2-3 in the General Plan, and then further including the CUP requirement in the Zoning Code. The CUP mechanism is what facilitates harmonization of the General Plan policies, as the CUP conditions assure compatibility between the uses.

Before the Planning Commission, opponents further asserted that the Project is inconsistent with the Zoning Code because it is not sited within an Energy Production (EP) Overlay Zone, but this is an incorrect application of the Code. As detailed in Section IV.A.3 of our Appeal Letter, the EP Overlay Zone is an optional planning tool that allows the County to designate certain parcels for large-scale renewable energy development and, because such parcels have been pre-vetted, to permit projects with a staff-level *Minor Use Permit*. To date, the County has not designated any parcels under the EP Overlay Zone, and the Project is not subject to this designation.

Opponent's Assertion:

> "The proponents reliance on Policy LU2-11 is a [sic] illusory. LU2-11 requires the development of accommodations for the development of large scale commercial energy production. Such accommodations have not been developed and if they were to be developed they would need to be developed through an amendment to the General Plan with the specifics as to what those accommodations would entail. The project proponents and the authors of the EIR, who rely upon Policy LU2-11 as providing compliance with the General Plan are mistaken in their belief."

Response: It is not just the applicant which references Policy LU 2-11 as an example of a policy that promotes commercial solar, but the County's own expert staff charged with interpreting and implementing the General Plan. Policy LU 2-11 is one of several policies which demonstrate that the Project is consistent with the General Plan. In any event, while Policy LU 2-11 refers to further accommodations to promote the development of commercial solar projects, the current General Plan and Zoning Code provisions allow for the Project subject to a CUP.

Attachment: Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829) (9590 : Appeal of the

Conclusion

In addition to the numerous points and legal requirements that unequivocally support the approval of the CUP set out in this response, which provide the Board with more than adequate legal means to authorize a CUP for the Project, we would like to appeal to you as fiduciaries of your community and the constituents you represent, both opponents and proponents of this Project.

Rural communities, whose livelihood is often centered around agricultural activities, enrich the fabric of this State. But they are in danger of disappearing without a means to support their residents. They face economic struggles that often result in infrastructure that is in disrepair, schools in dire need of upgraded equipment, high unemployment or residents leaving for better economic opportunities. Each of you has an opportunity to revitalize your community with a project that will inject nearly $30,000,000 into its budget. Those dollars convert into real benefits for the community you serve like better roads and other infrastructure, more fire fighters or law enforcement, and better technology in the classrooms; and it does so without disrupting generations of farmers and ranchers, like the Ferrini family, who will continue to have the right to choose how they use their own property while also participating in the benefits generated by the Favero family's choice to use their property for the development of this Project. In all, Janus Solar's project will give back so much more to Colusa County than it takes.

It is for these reasons that we implore you to approve the issuance of the CUP for the Project.

Sincerely,

Garrett Colli

CC: Ann Nordyke (Chief Board Clerk; boardclerk@countyofcolusa.com)
Patricia Rodriquez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Richard Stout (County Counsel; rstout@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Attachments:
Attachment 1 – Visual Simulations

Attachment: Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829) (9590 : Appeal of the

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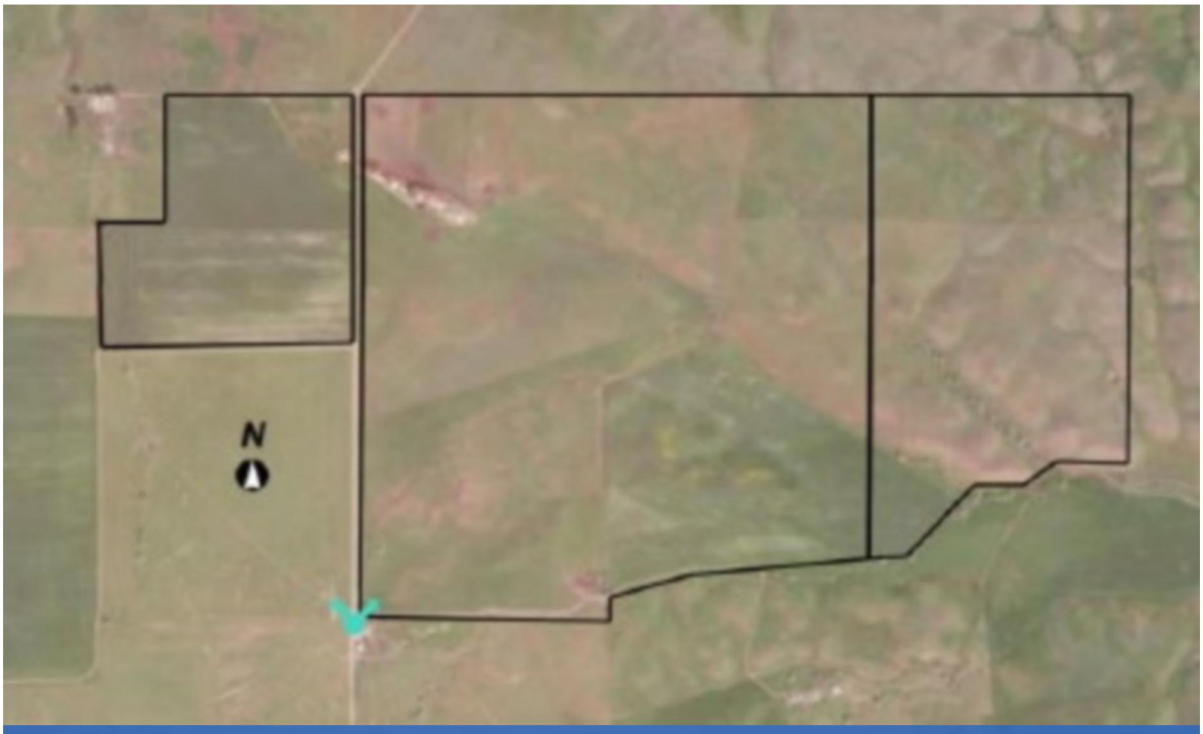
Attachment 1

Visual Simulations





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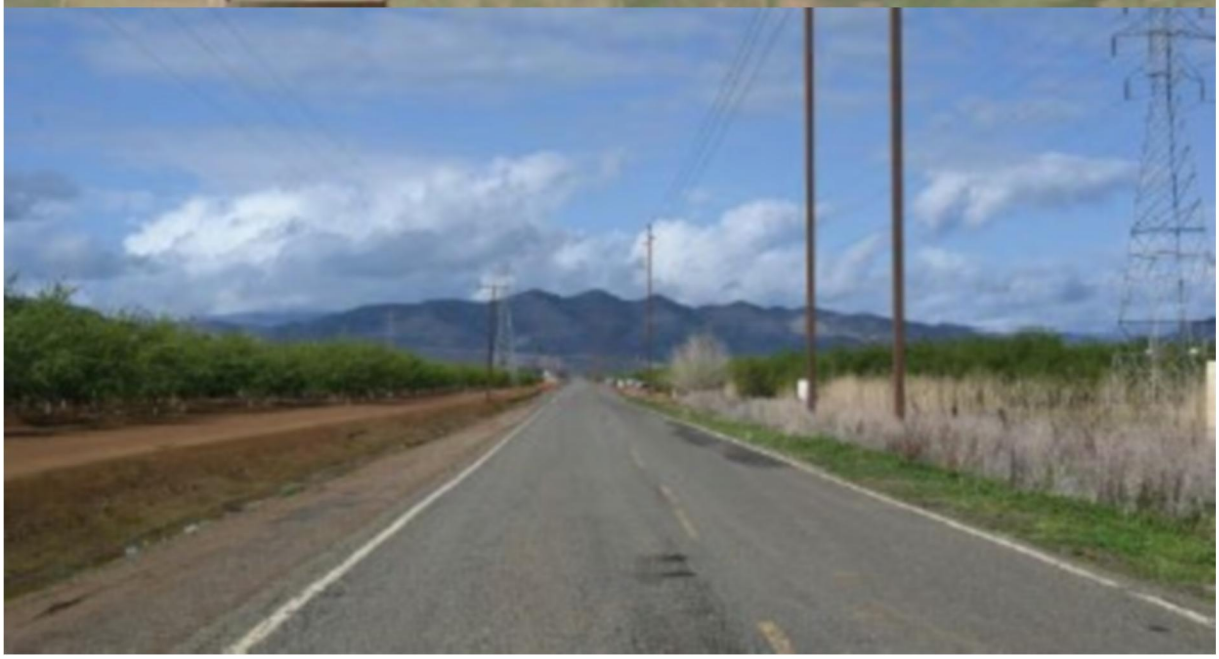

Attachment: Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829) (9590 : Appeal of the

Janus Solar Project
Board of Supervisors Staff Report Packet

- Board of Supervisors Staff Report for February 13, 2023 (will be posted once published)
  - Board of Supervisors Resolution of Approval
  - Exhibit "A" - Environmental Impact Report (please refer to each of the 3 individual parts below)
    - Part 1: Final Environmental Impact Report
    - Part 2: Draft Environmental Impact Report
    - Part 3: Draft Environmental Impact Report Appendix
  - Exhibit "B" - Mitigation Monitoring and Reporting Program
  - Exhibit "C" - Use Permit #20-01

- Board of Supervisors Staff Report for December 5, 2023
  - County Counsel Memorandum of November 29, 2023

- Board of Supervisors Staff Report for November 7, 2023

- Numbered Attachments
  - Attachment #1: Letters of Appeal
  - Attachment #2: September 6, 2023 Planning Commission Resolution Denying FEIR, MMRP, and Use Permit and Staff Report
  - Attachment #3: Final EIR and DEIR Amendments
  - Attachment #4: Mitigation and Monitoring Reporting Program
  - Attachment #5: Planning Commission Considered Use Permit #20-01
  - Attachment #6: Janus Solar Draft EIR
  - Attachment #7: Janus Solar Draft EIR Appendixes
    - Appendix A - Notice of Preparation
    - Appendix B - Land Evaluation and Site Assessment
    - Appendix C - Air Quality and Greenhouse Gas Report
    - Appendix D - Visual Impact Assessment
    - Appendix E1 - Habitat Characterization Report
    - Appendix E2 - Biological Survey Report
    - Appendix E3 - Burrowing Owl Report
    - Appendix E4 - Wetland Delineation Report
    - Appendix F - Paleontological Resources Technical Memorandum
    - Appendix G - Phase I Environmental Site Assessment
    - Appendix H - Water Supply Assessment
    - Appendix I - Sound Survey Analysis and Report
    - Appendix J - Traffic Analysis Technical Memorandum

Attachment: Janus Solar Electronic Files (Staff Report Referenced Documents and Attachments) (9590 : Appeal of the Denial of Janus Solar

- Attachment #8.a: August 2, 2023 Planning Commission Staff Report Packet
- Attachment #8.b: August 2, 2023 Planning Commission Audio Recording
- Attachment #9: May 3, 2023 Planning Commission Staff Report
- Attachment #10: April 5, 2023 Planning Commission Staff Report
- Attachment #11: March 1, 2023 Planning Commission Staff Report
- Attachment #12: Janus Solar Fiscal Analysis
- Attachment #13: September 28, 2023 Williams Fire Authority Letter or Mitigation Acceptance
- Attachment #14: October 1, 2023 Maxwell Park and Recreation District Letter of Support
- Attachment #15: October 10, 2023 Beth Ferrini Katsaris Comment Letter
- Attachment #16: October 24, 2023 Clark and Nelson Comment Letter
- Attachment #17: October 26, 2023 Favero Ranch Supplemental Letter
- Attachment #18: 2023 11 06 Lucero Weber -16 Letters In Support Janus Solar
- Attachment #19: 2023 11 06 Pam DaGrossa Support Letter
- Attachment #20: 2023 11 07 Garrett Colli Request for Continuance
- Attachment #21: 2023 11 10 County Counsel Request to FPPC to Review Potential Conflict
- Attachment #22: 2023 12 08 FPPC Response to Potential Conflict Determination Request
- Attachment #23: 2023 12 19 Clark Nelson Letter to the FPPC
- Attachment #24: 2023 April Department of Conservation Williamson Act and Solar Power Informational Guide
- Attachment #25 2024 02 05 PerkinsCoie Comment Letter Janus Solar PV LLC Use Permit #20-01 (PD-3829)
- Presentation Email 2023 11 06 Steve Karan Marsh Presentation Janus Solar
- Presentation Email 2023 11 06 Matt Ferrini Presentation Janus Solar
- Presentation Email 2023 11 06 Greg Plucker Presentation Janus Solar
- Presentation Email 2023 11 06 Alex Salas of RWE Presentation Janus Solar
- Updated Presentation for the Board 2024 02 13 Meeting of Greg Plucker

- Janus Solar Electronic Files (Staff Report Referenced Documents and Attachments)

Attachment: Janus Solar Electronic Files (Staff Report Referenced Documents and Attachments) (9590 : Appeal of the Denial of Janus Solar

Ann Nordyke

From: Lucero.Weber@rwe.com
Sent: Friday, February 9, 2024 8:02 AM
To: Ann Nordyke
Subject: Written Public Comment for Janus
Attachments: Janus Letter of Support 21 Signatures.pdf

⚠ REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

-NOT ENCRYPTED-

Hello,

I have attached a letter of support signed by 21 people who signed on to the letter. Thank you!

Best,

--
Lucero Weber (she/her)
Community Engagement Organizer - West
Mobile: 412.806.6544
Email: lucero.weber@rwe.com

RWE Renewables Americas, LLC
101 West Broadway, 11th floor
San Diego, CA 92101
americas.rwe.com

Attachment: Email Rec 2-9-24 Lucero Weber Letter of Support with 21 typed names (9590 : Appeal of the Denial of Janus Solar Use Permit #20-

Subject: Please Approve the Janus Solar Project Use Permit #20-01 (PD -3829)

Dear Colusa County Board of Supervisors,

As a proud resident of Colusa County, I am writing to express my strong support for establishing the Janus Solar Project within our community. I believe that embracing clean and renewable energy sources is crucial for the sustainable future of our county and the broader environment. I kindly request that you overturn the County Planning Commission's decision to deny the conditional use permit for the Janus Solar Project (Permit #20-01 PD-3829)

I personally support this project for the following reasons and urge you to consider these points when making a decision.

- **The Janus Solar Project will increase revenue for the County.**
- **Denying this project means turning away $300k annually for fire protection.**
- **The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward diversifying and strengthening our county's sources of revenue.**
- **It is important to protect the rights of farmers and landowners to utilize their property how they choose.**

Please help bring this project and its benefits to our county. Thank you for your time and dedication to our county's well-being.

Sincerely,

Roberto Mendoza

Rodolfo Sanchez

Lori Curran

714.270.8829

Attachment: Email Rec 2-9-24 Lucero Weber Letter of Support with 21 typed names (9590 : Appeal of the Denial of Janus Solar Use Permit #20-

Steve Robertson

714.270.8829

Isabell Dominguez

530-709-5386

Carolina Canchola

530-713-3846

Collin Ackerman

ccackerma@gmail.com

Stephanie Mills

stephanie@landbasedelearning.org

Erica Bowles

805-305-9442

Hendrick Feensdra

530-865-5254

Darlene Jean

530-755-0415

Angelina Garcia

707-349-4094

Daracody Nhey

Attachment: Email Rec 2-9-24 Lucero Weber Letter of Support with 21 typed names (9590 : Appeal of the Denial of Janus Solar Use Permit #20-

Ismael Rodriguez Jr.

Alejandro Bugarian

530-228-4592

Grant Goodman

530-695-2589

Amy Joel

510-468-9811

Sarah Kirkum

530-812-7754

Jacob Kirkum

530 770 1445

Carson Tibbitts

530-908-8889

Regan Pittman

707-245-9639

Attachment: Email Rec 2-9-24 Lucero Weber Letter of Support with 21 typed names (9590 : Appeal of the Denial of Janus Solar Use Permit #20-

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Colusa County Board of Supervisors will conduct a Public Hearing on **February 13, 2024 at 1:30 p.m.** in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider an **Appeal** of a decision by the Colusa County Planning Commission to deny (1) the certification of the final EIR; (2) deny the adoption of a Mitigation Monitoring and Reporting Program: and (3) deny the approval of a Use Permit for the Janus Solar electrical generating and battery storage project.

On August 2, 2023, the Colusa County Planning Commission held a Public Hearing to consider a Resolution for the Janus Solar electrical generating and battery storage Use Permit #20-01 which would: (1) certify the Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program; (2) adopt Use Permit Findings and Conditions of Approval; and (3) direct staff to file the Notice of Determination. Following the public hearing, the Planning Commission voted to deny the project on grounds of General Plan inconsistency and on September 6, 2023 the Planning Commission adopted Resolution No. 23-006 formally denying the proposed project. Janus Solar PV, LLC has filed an Appeal of this decision to the Colusa County Board of Supervisors.

During the appeal public hearing the Board of Supervisors will consider the entirety of the project's public record, public comment and evidence, and any other input. Following the close of appeal public hearing the Board may approve, modify, or deny the appealed decision based on the record and evidence received at the hearing on appeal. If the appeal is upheld, the Board may adopt additional conditions of approval deemed reasonable and necessary.

Information regarding this Appeal may be obtained at the following link (https://www.countyofcolusa.org/996/Janus-Solar-Project), or by contacting the Colusa County Community Development Department at 1213 Market Street, Colusa, CA 95932 gplucker@countyofcolusa.com, or (530)458-0480. Additionally, all documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.com. All persons are invited to attend the hearing and be heard.

If you challenge the proposed project 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: January 19, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

02/02/2024 · CCPR

Attachment: Pioneer Review-Proof of Publication (9590 : Appeal of the Denial of Janus Solar Use Permit #20-01)

NOTICE OF PUBLIC HEARING

x

NOTICE IS HEREBY GIVEN that th nty Board of Supervisors will conduct a Publi eb-**ruary 13, 2024** at **1:30 p.m.** in the County Board of Supervisors Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider an Appeal of a decisior the Colusa County Planning Commission to deny (1) t erti- fication of the final EIR; (2) deny the adoption of a iga- tion Monitoring and Reporting Program: and (3) c the approval of a Use Permit for the Janus Solar electr gen- erating and battery storage project.

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During the appeal public hearing the Board of Sup sors will consider the entirety of the project's public ord, public comment and evidence, and any other input ow- ing the close of appeal public hearing the Board ap- prove, modify, or deny the appealed decision base the record and evidence received at the hearing on a l. If the appeal is upheld, the Board may adopt addition ndi- tions of approval deemed reasonable and necessary

Information regarding this Appeal may be obtaine the following link (https://www.countyofcolusa.org/99 nus- Solar-Project), or by contacting the Colusa Coun om- munity Development Department at 1213 Marke eet, Colusa, CA 95932 gplucker@countyofcolusa.c , or (530)458-0480. Additionally, all documentation is a able for review in accordance with Agenda Schedulin ead- lines at the Office of the Clerk of the Board. If y ave questions or concerns regarding this matter, or wo like to submit comments you may do so to the followir lerk to the Board of Supervisors, 547 Market Street, S 102, Colusa, CA (530)458-0508, or by e-m at boardclerk@countyofcolusa.com. All persons are in d to attend the hearing and be heard.

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Dated: January 19, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

Packet Pg. 618

Colusa Sun Herald: January 31, 2024 Ad #00297082

Attachment: Tri Counties-Proof of Publication (9590 : Appeal of the Denial of Janus Solar Use