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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

February 2, 2021

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

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

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

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

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

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **3 minutes each**. **Note:** No Board action shall be taken on comments received.

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Announcement of Closed Session

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

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

CONSENT AGENDA

Approved Consent Agenda Item No.'s 1 through 7.

1. BOARD OF SUPERVISORS
Approve the January 19, 2021 Board of Supervisors meeting minutes.

2. PURCHASING AND PROCUREMENT/PLAN & BLDG
Approve Purchase of Office Workstations for the Community Development Department from Seats and Stations utilizing CMAS Contract #4-12-71-0084B and authorize the Purchasing Agent to sign the Purchase Order. **Further,** approve contract with **Seats and Stations** for the installation of same.

3. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING
Award contract to **NorCal Floor Covering, Inc. dba Colusa Floor Covering** to replace floor covering at Colusa Independence Housing located at 713 D Street, Colusa, CA.

4. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING
Award contract to **All Star Painting, Inc.** for interior painting at Colusa Independence Housing located at 713 D Street, Colusa, CA.

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

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Fourth Modification to Contract C19-088 with **Willow Glen Care Center, Inc.** for structured supervision and care of chronically mentally ill adults.

7. APPOINTMENT/GROUNDWATER COMMISSION
Reappoint Deke Dormer (Dist. 2) to the Colusa County Groundwater Commission effective January 1, 2021 through December 31, 2024. **(Application received: Deke Dormer)**

END OF CONSENT AGENDA

IV. AUDITOR

1. Approve Special Claims.

V. LIBRARY

1. Approve the use of the front, western facing, and back walls of the main branch library to be used for a memorial mural honoring longtime library volunteer Mary Winters.

VI. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES DIVISION

1. Adopt a Resolution Approving the Second Amendment to the Joint Powers Agreement Establishing the **Colusa Groundwater Authority**.

2. Approve the Certificate of Acceptance for a Grant Deed dedicating to the County an Avigation and Noise Easement in and over certain properties in Phase 1 of the Colusa Industrial Properties' residential development (Sunrise Landing).

VII. ASSESSOR

1. **SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION**
   Approve Stipulation Agreement in accordance with Section 1607 of the California Revenue and Taxation Code with Adams Vegetable Oils for Application for Changed Assessment No. 20-13 APN No. 800-000-245-000.

VIII. SHERIFF/OES

1. Adopt a Resolution ratifying Sheriff Garofalo's Proclamation of Local Emergency due to Winter Storms of January 26, 2021.

IX. COUNTY ADMINISTRATIVE OFFICE

1. Adopt Resolution Approving Application(s) for Per Capita Grant Funds and Provide Direction to Staff regarding the County's Prop 68 Per Capita Grant Allocation.

X. BOARD OF SUPERVISORS

1. Discussion and possible direction regarding follow up action to the North State Leaders Conference.

APPOINTMENT/MOSQUITO ABATEMENT DISTRICT

2. Appoint a member to the Colusa Mosquito Abatement District, effective February 2, 2021 through March 6, 2024. **(Applications received: Robert Kessinger and Janice Bell)**

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XIII. CLOSED SESSION/COUNTY COUNSEL

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

9:30 A.M. **PUBLIC HEARING**

COMMUNITY DEVELOPMENT DEPARTMENT

1. Public hearing and introduction by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration date by one year to February 22, 2022.

ADJOURN

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Ann Nordyke**
SUBJECT:	**COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

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

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the January 19, 2021 Board of Supervisors meeting minutes**

Approve the January 19, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

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

ATTACHMENTS:

- 01-19-21 Minutes (PDF)

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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

January 19, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 19th day of January 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, Denise J. Carter, J. Merced Corona, and Gary J. Evans.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Michael Rogers, Probation Department.
Leslie Pingrey, Jenny Perry, 4-H, UC Cooperative Extension.
Nicole Marshall-Wheeler, Rebekah McPeele, Brandi McPeele, 4-H.
Susan Meeker, Pioneer Review.

Present via Teleconference: Greg Plucker, Community Development Department.
Ben King, Carole Brown, Colusa citizens.
Jason McMullan, Ministerial Association of Colusa County.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King states he has concerns regarding the change to the Public Comment time limit and regarding water quality in the County.

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

Mr. McMullan thanks the Board of Supervisors for financial assistance provided to the Ministerial Association of Colusa County and shares how the financial assistance has been used to assist those in the County.

Ms. Brown shares concerns regarding vaccine distribution and communication.

Ms. Tyler states a matter arose after the posting of the January 19, 2021 Agenda regarding the Title Transfer of the U.S. Orland Project to Orland Unit Water Users' Association.

Find that a matter arose after the posting of the January 19, 2021 Agenda regarding Support for Title Transfer of the U.S. Orland Project to Orland Unit Water Users' Association. Further, the item will be placed on the Agenda as No. 4 under Board of Supervisors.

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

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly, Ms. Tyler and Ms. Brown.

II. STAFF REPORTS

Mr. Rogers states that Assistant Chief Probation Officer, Gerry Munoz will be retiring at the end of the month after 29 years of service to Colusa County.

Ms. Tyler states the benches that were constructed using the wood from the Elm trees previously removed from the front of the courthouse, have been completed and delivered to the Board Chambers. She further states there is wood left and they will be working on plans for the remaining wood. She further states that the AP Triton Ambulance Study is underway and they anticipate stakeholder meetings in February. She further states that solar installation for the Courthouse Annex has begun and there has been discussion about installing electric vehicle charging stations in the future.

CONSENT AGENDA

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

Supervisor Corona requests Item No. 6 be pulled and considered separately.

Chair Evans pulls Item No. 14 to be presented to those in attendance.

Approve Consent Agenda Items No.'s 1through 5, and 7 through 13.

1. BOARD OF SUPERVISORS

Approve the January 5, 2021 Board of Supervisors meeting minutes.

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

2. APPOINTMENT/PLANNING COMMISSION

Approve nomination/appointment of the 2021 Colusa County Planning Commissioners, effective February 1, 2021 as follows:

District 1: David M. McCullough;
District 2: Richard Barry Morrell;
District 3: John J. Troughton, Jr.;
District 4: Kirk Pendleton; and
District 5: Gail Beduhn

(Applications received: David M. McCullough - District 1, Richard Barry Morrell - District 2, John J. Troughton, Jr. - District 3, Kirk Pendleton - District 4, and Gail Beduhn - District 5)

3. TREASURER

Accept December 2020 Treasury Monthly Investment Report as presented.

4. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

Approve Subcontract No. **C21-012** (Agreement No. 20-022) with the **California State University, Chico Research Foundation** for Senior Nutrition Program funding, effective July 1, 2020, and authorize County Administrative Officer to sign.

5. PUBLIC WORKS/ROAD DEPARTMENT

Accept Notice of Completion for Hydraulic Mitigation in Stony Creek and authorize the Director of Public Works to sign and record same.

7. PURCHASING AND PROCUREMENT/PUBLIC HEALTH

Ratify Contract No. **C21-013**, Fourth Modification to Contract C14-216 with **NPH Medical Services dba Nurses and Professional Healthcare**, effective January 4, 2021.

8. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS

Approve Contract No. **C21-014**, Second Modification to Contract C20-057 with **Aircon Energy, Inc.**, effective January 5, 2021.

9. HUMAN RESOURCES/PERSONNEL

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

10. BOARD OF SUPERVISORS/LOCAL CHILD CARE PLANNING COUNCIL

Approve the Certification Statement regarding the Composition of the Local Child Care Planning Council (LPC).

11. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT

Reappoint Greg Hansen to the Princeton Fire Protection District, effective January 10, 2021 through January 9, 2025. **(Application received: Greg Hansen)**

12. APPOINTMENT/MAXWELL CEMETERY DISTRICT

Reappoint William Barrett (Dist. 4) to the Maxwell Cemetery District to serve a term effective December 13, 2020 through December 12, 2024. **(Application received: William Barrett)**

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

13. BOARD OF SUPERVISORS

Ratify A Proclamation Honoring Marie Azevedo Spooner's contributions to Colusa County for 100 years.

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

Chair Evans makes time for Consent Item No. 6.

Comments received by Ms. Tyler, Ms. Kelly, Ms. Meeker, Mr. King and Mr. Kropf.

6. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS

Approve Contract No. **C21-015** with **Caporusso Communications** to support COVID-19 and other communications.

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

Chair Evans makes time for Consent Item No. 14 and the presentation of a Proclamation proclaiming the Fourth Week in January as Colusa County 4-H Week and reads same into the record as follows:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING THE FOURTH WEEK IN JANUARY AS COLUSA COUNTY 4-H WEEK

WHEREAS, the 4-H Youth Development Program of Colusa County is celebrating the establishment of Colusa County 4-H Week;

WHEREAS, 4-H club work in Colusa County began as early as 1925 leading to the establishment of 4-H clubs in each part of Colusa County;

WHEREAS, by 1962 one in three youth in Colusa County were involved in the 4-H program;

WHEREAS, currently six (6) million youth and 500,000 volunteers participate in the 4-H Youth Development Program nationally;

WHEREAS, the 4-H Pledge inspires our members to thinking clearly, be loyal, serve others, and be healthy;

WHEREAS, the 4-H program aims to live up to its motto "To Make the Best Better"; and

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

WHEREAS, the Colusa County 4-H Week will recognize the 4-H clubs in Colusa County and acknowledge the value 4-H brings to the local community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Colusa does herewith proclaim the week of January 24 through January 30, 2021 ***"Colusa County 4-H Week"*** in recognition of the 4-H Youth Development Program of Colusa County.

PASSED AND ADOPTED this 19th day of January, 2021."

14. COOPERATIVE EXTENSION

Adopt Proclamation acknowledging the Colusa County 4-H program and its newly designated annual 4-H Week.

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

IV. HUMAN RESOURCES/AG ADMINISTRATIVE SERVICES

1. Appoint Maria Anastacia Allen as the Agricultural Commissioner for a four year term, and also appoint her to serve as the Sealer of Weights and Measures, the Director of Air Quality Standards, and the Director of Migrant Housing Program, PFT, DH Range 37, Step 1, $8,489 per month, effective February 1, 2021.

Comments received by Mr. Prentice and Ms. Allen.

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

V. AUDITOR

1. Approve Special Claims as follows:

Claim #	Fund/Department	Vendor	Amount
640695	HUMAN RESOURCES	PUBLIC SERVICE SEARCH	$15,541.00
640696	AIRPORT	SACRAMENTO RIVER AVIATION, LLC	$60.00

Comments received by Ms. Tyler.

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

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

VI. ASSESSOR

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

Approve Stipulation Agreement in accordance with Section 1607 of the California Revenue and Taxation Code with Adams Vegetable Oils for Application for Changed Assessment No. 20-13 APN No. 800-000-245-000.

Comments received by Ms. Tyler.

RESULT:	**PULLED**

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Colusa County Waterworks District #1 request to carry a deficit fund balance in the County Treasury in an amount not to exceed $650,000 for a period not to exceed 6 months, as a result of grant expenditure and reimbursement timing.

Comments received by Ms. Tyler.

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

VIII. BOARD OF SUPERVISORS

1. Approve letter to California State Association of Counties (CSAC) President James Gore, regarding Newsom v Superior Court (Gallagher).

Comments received by Ms. Tyler.

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

2. Discussion/direction to staff regarding appointment(s) to the Regional Housing Authority Board.

Comments received by Ms. Tyler.

Direction given to staff to proceed with publishing a Notice of Vacancy for one citizen appointment on behalf of Colusa County to the Regional Housing Authority.

3. Approve appointments made by the 2021 Board of Supervisors Chair, to various Committees, Commissions, Boards, District Voting Member Assignments and Ad-Hoc Committees 2021 with the following changes:

SITES JPA
Gary J. Evans
Mike Azevedo (Alternate)

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

SITES RESERVOIR COMMITTEE
Mike Azevedo
Gary J. Evans (Alternate)

CHILDREN AND FAMILIES COMMISSION/FIRST 5
J. Merced Corona

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION
Gary J. Evans
Kent S. Boes
Daurice K. Smith

LOCAL AGENCY FORMATION COMMISSION (LAFCo)
Denise J. Carter
J. Merced Corona
Kent S. Boes (Alternate)

Direction given to staff to disband the Animal Control Needs Assessment/Building Feasibility Ad-Hoc Committee.

Comments received by Ms. Tyler and Mr. Kropf.

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

4. Authorize staff to send a letter of support to Congressman Garamendi regarding the Orland Unit Water Users Association taking title of the Orland water project and further, direction to write a letter to RCRC requesting their support.

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

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes
Meetings/functions attended:
- COVID Briefing
- Sierra-Sacramento Valley EMS meeting
- GCID Ad Hoc meeting

Supervisor Smith
Meetings/functions attended:
- COVID Briefing
- Department Head meetings
- Colusa County Water Works District #1 meetings

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

Supervisor Carter
Meetings/functions attended:
CSAC Rural Caucus COVID Working Group meeting
RCRC Executive Committee Special meetings
LAFCo meeting
RCRC Board of Directors meeting
RCRC Virtual Installation of Officers
Colusa Groundwater Authority meetings
COVID Briefing

Supervisor Carter states the Groundwater Commission is drafting a letter to the Governor requesting an extension for submission of the Groundwater Sustainability Plans required under SGMA, due to the inability to hold in-person public meetings due to COVID.

Supervisor Corona
Meetings/functions attended:
First 5 meeting
COVID Briefing
LAFCo meeting
"Let them Play" rally in Arbuckle

Supervisor Corona states that a police officer in Sacramento County was recently shot and killed. He asks to keep law enforcement in everyone's thoughts and prayers.

Supervisor Evans
Meetings/functions attended:
GCID meeting
Firescape call
Sites calls

Supervisor Evans states the Forest Service has a new Ranger.

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the lobbyist is submitting language for the State Omnibus Bill requesting the abolishment of the Road Commissioner position. She further states the Governor's budget has been released, but they will wait until the May revise for accurate numbers. She further states mid-year budget review is tentatively scheduled for mid-February and budget instructions will be distributed approximately 2 weeks following.

Ms. Kelly states that there was no additional public health funding in the Governor's budget. She further states that the State will most likely change the COVID-19 Vaccine Tier System currently in place in the next week, to one based on age rather than occupation.

Supervisor Boes states that there's a legislature supported bill that could go to the Governor for review to assist with Public Health funding.

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

Chair Evans adjourned the meeting at 11:15 a.m. to reconvene in Regular Session on February 2, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 01-19-21 Minutes (6347 : Approve the January 19, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Purchase and Installation of Office Workstations**

Approve Purchase of Office Workstations for the Community Development Department from Seats and Stations utilizing CMAS Contract #4-12-71-0084B and authorize the Purchasing Agent to sign the Purchase Order. **Further,** approve contract with **Seats and Stations** for the installation of same.

Detailed Description/Background of request

In December, Purchasing and Procurement published a Request for Bids (RFB) for the procurement and installation of office workstations for the Community Development Department. On December 18, 2020, we received the following three responses:

Esplanade Office	$21,497.99
Seats and Stations	$19,797.21
Workspace Interiors	$25,491.64

After reviewing the bids, Purchasing is recommending approving the purchase and installation of the office workstations with Seats and Stations utilizing CMAS Contract #4-12-71-0084B in the amount of $19,797.21.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (00121-1080-57361) Not to exceed $19,797.21

Action for the Clerk

Please obtain signature of the Purchasing Agent on the Purchase Order and return to Angela to process.
Please obtain signatures on the contract and send to:
Seats and Stations
Attn: Teresa Passantino
1430 Blue Oaks Blvd., Ste. #150
Roseville, CA 95747
Thank you!

ATTACHMENTS:

- Purchase & Installation Contract (DOCX)
- Attachment A (PDF)
- Attachment B (PDF)
- Seats and Stations Bid (PDF)
- Esplanade Office Bid (PDF)
- Workspace Interiors by Office Depot Bid (PDF)
- PO No 207602022021 Seats and Station (PDF)

C____-_____

Procurement & Installation of Office Workstations

This Procurement and Installation contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Seats and Stations Consulting Corp ("Contractor"), a California corporation. This is a public works contract subject to payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with procuring and installing office workstations located at 220 12th Street in Colusa, CA**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on February 2, 2021, and shall continue until all requested services are completed, no later than May 31, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $19,797.21, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Following completed installation, 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.

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

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

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 30 days prior to such change.

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

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

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

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

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

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

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

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

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

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

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

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

14. **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.

15. **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.

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

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

If to County:	County of Colusa Community Development Department Attn: Greg Plucker 220 12th St. Colusa, CA 95932
If to Contractor:	Seats and Stations Consulting Corp 1430 Blue Oaks Blvd., Ste. #150 Roseville, CA 95747

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 15 days written notice of termination.

23. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

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

    A. Attachment "A" – Seats and Stations Bid
    B. Attachment "B" – RFB Procurement & Installation of Office Workstations CCD

COUNTY OF COLUSA	**SEATS AND STATIONS CONSULTING CORP**
_____Date:_____	_____Date:_____
Gary J. Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Marcos A. Kropf, County Counsel	Patricia Rodriguez, Deputy

Attachment: Purchase & Installation Contract [Revision 2] (6310 : Purchase and Installation of Office Workstations)

ATTACHMENT A

BID WORKSHEET
Community Development Department

NAME Seats and Stations

ADDRESS 430 Blue Oaks Blvd # 150

CITY Roseville STATE CA ZIP CODE 95747 PHONE 9167868005

SLT Design Installion Company

DIR #: 1000024696 Contractor License # 984421

Seats+Stations Dir# 1000013126

ITEM	PRODUCT	PRICE
1	ALL MODULAR COMPONENTS (PAGES 8 – 16)* An itemized list of the components with pricing should be attached	$14,885.19 ~~$13956.54~~
2	OTHER (PLEASE SPECIFY)	$
3		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$1,338.27 ~~$1276.95~~
	SHIPPING/DELIVERY	$ N/A
	INSTALLATION LABOR	$3573.75
	GRAND TOTAL	~~$18,801.24~~ $19,797.21

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

Updates approved: TP

VENDOR

Signature

Teresa Passantino
Name (Printed or Typed)

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

This bid is made this 17 day of Dec, ~~2021~~ 2020

CA. Certified woman owned small business

1791817

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

BILL TO:
547 Market Street County of Colusa 547 Market Street Colusa, CA 95932-2452

FINAL LOCATION:
Community Development Department County of Colusa 220 12th Street Colusa, CA 95932-2112

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
1	20-31696, County of Colusa			
2	PSBC230 .T1 .G PACK BOOKCASE 2-HIGH, 30W .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	2.00	$ 193.74	$ 387.48
3	PSBC242 .T1 .G PACK BOOKCASE 2-HIGH, 42W .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	2.00	$ 254.00	$ 508.00
4	SDHRT4266.F .1 .GR1L .1 .J2A .W7 .1 .GR1L .1 .J2A 42"D X 66"W STANDING HEIGHT RECTANGULAR TABLE, FULL MODESTY .1 = TOP HIGH PRESSURE LAMINATES COLOR (TOP LAMINATES) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .W7 = EMPIRE MAHOGANY (TOP EDGE COLOR) .1 = BASE HIGH PRESSURE LAMINATES COLOR (BASE LAMINATES AND EDGE COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES-BASE) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS)	1.00	$ 541.08	$ 541.08
5	SDHRT4296.F .1 .GR1L .1 .J2A .W7 .1 .GR1L .1 .J2A 42"D X 96"W STANDING HEIGHT RECTANGULAR TABLE, FULL MODESTY .1 = TOP HIGH PRESSURE LAMINATES COLOR (TOP LAMINATES) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING	1.00	$ 597.86	$ 597.86

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	VINYL EDGE COLORS) .W7 = EMPIRE MAHOGANY (TOP EDGE COLOR) .1 = BASE HIGH PRESSURE LAMINATES COLOR (BASE LAMINATES AND EDGE COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES-BASE) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS)			
6	AWSR84 .T1 .G ADJUSTABLE WALL STARTER RAIL, FITS PANEL HGT 84" .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	3.00	$ 58.71	$ 176.13
7	BFH BASE FEED 72"L, 4-CIRCUIT, HARDWIRE	2.00	$ 58.71	$ 117.42
8	CCND42B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 42H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	2.00	$ 27.81	$ 55.62
9	CCND66B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 66H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	5.00	$ 40.17	$ 200.85
10	CCND84B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 84H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	1.00	$ 46.66	$ 46.66
11	CCTW66B .1 .G1Q .Z4R .T1 .G .1 THREE-WAY COVER, 66H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	1.00	$ 38.01	$ 38.01

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	
TERMS	SALES REPRESENTATIVE	
0% Dep. / Bal. Due Upon Receipt	Terry Passantino	

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)			
12	CCTW84B .1 .G1Q .Z4R .T1 .G .1 THREE-WAY COVER, 84H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	1.00	$ 44.50	$ 44.50
13	CPWS2448.GY .G .GR1L .1 .J2A .1 .W7 COCKPIT WORK SURFACE, WITH GROMMET 24D X 48W .G = GRAY (GROMMET COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	3.00	$ 199.92	$ 599.76
14	FSU48 .PF ~.T1 ~.G .T1 .G .AN .QY .PK .RDM FLIPPER DOOR STORAGE UNIT, 48W .PF = PAINT FINISH FRONT (DOOR FINISH OPTION) ~.T1 = SMOOTH TRIM COLORS (~DOOR PAINT COLOR (For Rendering Only- must match unit color)) ~.G = GRAY (~SMOOTH TRIM COLOR (must match unit color)) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .AN = NO ACCENT STRIP (ACCENT STRIP OPTION) .QY = QUARTERBACK (MATCHES TRIM) (QUARTERBACK) .PK = PACK - SILVER LOCK (LOCK TYPE) .RDM = PACK RANDOM (LOCK OPTION)	3.00	$ 189.73	$ 569.19
15	PBH18 CHOICES POWERPAC BLK TO BLK HARNESS, 18" WIDE	6.00	$ 27.81	$ 166.86
16	PD1 .G POWER DUPLEX CIRCUIT 1, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
17	PD2 .G POWER DUPLEX CIRCUIT 2, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
18	PD3 .G POWER DUPLEX CIRCUIT 3, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
19	PPH144 POWERPAC EXTENSION HARNESS, 144" WIDE	1.00	$ 69.53	$ 69.53
20	PSMP6612 .B .T1 .G .R PACK MOBILE PEDESTAL, 6/6/12, 21 7/8"D	3.00	$ 210.12	$ 630.36

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

SAS
Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)			
21	PSP1212 .B .T1 .G .R PACK WORKSURFACE SUPPORTING PEDESTAL, 12"/12" .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	3.00	$ 174.28	$ 522.84
22	RTWS2448.GY .G .GR1L .1 .J2A .1 .W7 WORK SURFACE, RECTANGULAR W/GROMMET 24D X 48W .G = GRAY (GROMMET COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	3.00	$ 95.17	$ 285.51
23	TA2466B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 24W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	3.00	$ 169.02	$ 507.06
24	TA2484B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 24W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 194.05	$ 194.05
25	TA3642B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 36W X 42H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION)	4.00	$ 167.48	$ 669.92

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)			
26	TA3684B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 36W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA3684B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 235.15	$ 235.15
27	TA4284B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 42W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA4284B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 251.84	$ 251.84
28	TA4866B.P1 .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, POWERED BASE, 48W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	6.00	$ 265.43	$ 1,592.58
29	TA4866B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 48W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE	3.00	$ 231.75	$ 695.25

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)			
30	TA4884B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 48W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA4884B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 266.98	$ 533.96
31	TA6084B.P1 .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, POWERED BASE, 60W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA6084B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 331.87	$ 663.74
32	TA6084B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 60W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA6084B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 298.19	$ 596.38
33	TLS42 .G .SP .PL SLIM PROFILE TASK LIGHT, FITS 42" - 60" WIDE	3.00	$ 89.61	$ 268.83

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.G = GRAY (TRIM COLOR) .SP = STANDARD (PLUG TYPE OPTION) .PL = STANDARD PRISMATIC LENS (LENS OPTION)			
34	VDSR42B .2 .V38 .T1 .G .1 .LL DOOR SECTION VINYL, RIGHT, 42W X 84H .2 = TEXTURED TRIM VINYL COLORS (VINYL TYPE) .V38 = TEXTURED GRAY (TEXTURED VINYL COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .LL = S51D ADA LOCKSET (DOOR LOCK OPTION)	1.00	$ 795.68	$ 795.68
35	VWC3 .G WIRE MANAGER VERTICAL (PACKAGE OF 3) .G = GRAY (TRIM COLOR)	1.00	$ 8.03	$ 8.03
36	WSBKP CHOICES WORKSURFACE SUPPORT BRACKET, PAIR	3.00	$ 8.03	$ 24.09
37	WSSL .G CHOICES WORKTOP SUPPORT LEFT .G = GRAY (TRIM COLOR)	1.00	$ 20.09	$ 20.09
38	WSSLS .G CHOICES WORKTOP SUPPORT SHARED, LEFT HAND .G = GRAY (TRIM COLOR)	1.00	$ 28.43	$ 28.43
39	WSSR .G CHOICES WORKTOP SUPPORT RIGHT .G = GRAY (TRIM COLOR)	2.00	$ 20.09	$ 40.18
40	WSSRS .G CHOICES WORKTOP SUPPORT SHARED, RIGHT HAND .G = GRAY (TRIM COLOR)	2.00	$ 28.43	$ 56.86
41	PLFT1842E .GR1L .1 .J2A .1 .W7 PACK HIGH PRESSURE LAMINATE LATERAL FILE TOP 1842 .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	2.00	$ 80.34	$ 160.68
42	PLFT1872E .GR1L .1 .J2A .1 .W7 PACK HIGH PRESSURE LAMINATE LATERAL FILE TOP 1872 .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	1.00	$ 118.35	$ 118.35

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
43	PSLAT336 .B .T1 .G .R PACK LATERAL FILE W/TOP 3-HIGH, 36W .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	2.00	$ 408.50	$ 817.00
44	PSLAT342 .B .T1 .G .R PACK LATERAL FILE W/TOP 3-HIGH, 42W .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	2.00	$ 449.60	$ 899.20
			Subtotal:	**$ 14,885.19**
45	Assemble Receive, Deliver and Assemble during normal business hours with PREVAILING WAGE installers. Area to be free and clear. Customer to coordinate electrical and data subcontractors. Any additional requirements during installation not previously discussed will result in additional costs associated with parts and labor. *Taxable*	1.00	$ 3,573.75	$ 3,573.75

NOTES:

Any questions please contact Terry or Orrey

ORDERS MAY BE SUBJECT TO A TARIFF, CHARGES WILL BE ADDED TO FINAL INVOICE IF APPLICABLE

Credit Card 4% fee applies

SEATS AND STATIONS IS PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. BASED ON ANY CURRENT FEDERALLY MANDATED TARIFFS, ALL IMPORT TAXES WILL BE PASSED ON. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES

x _____ Date 12/17/20

Terry Passantino

SEATS AND STATIONS

x _____ Date _____

Title _____

County of Colusa

SUB TOTAL	$18,458.94
FREIGHT	$0.00
SERVICE	$0.00
LABOR ASSEMBLY	$0.00
LABOR INSTALLATION	$0.00
SALES TAX (7.25%)	$1,338.27
TOTAL	**$19,797.21**
DEPOSIT REQUESTED (NON-REFUNDABLE)	$0.00
BALANCE	**$19,797.21**

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Terms & Conditions

MADE TO ORDER PRODUCT IS NOT RETURNABLE. All prices quoted shall remain valid for 30 days. Acceptance of the Seller's written quotation shall be evidenced by delivery of Buyer's written confirmation or written purchase order incorporating all of the provisions of Seller's quotation and these Terms and Conditions. A deposit of 50% of the invoice price of all goods and services may be required as a condition of order. The Seller shall render its invoice for balance due upon delivery and installation of the goods. Contract prices do not include freight charges. Prices are subject to applicable federal, state and local taxes. Balance of the purchase price is due upon receipt of invoice or according to the terms stated on the Invoice. A 10% fee may be added after ninety (90) days if payment is not received.

Further, if delivery or installation is delayed at the request of Buyer or due to construction, Buyer shall pay any storage fees, freight and handling charges. Storage fees begin thirty (30) days after product lands on our dock and continue until install, delivery or taken by buyer. Storage fees are based on the quantity of product received and the amount of space required. Installation will be invoiced upon completion; although, product will be invoiced upon arrival at our warehouse. Based on any current federally mandated tariffs, all import taxes will be passed on. Unless otherwise specified, all furniture is warranted by Seller to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. All used merchandise is sold on an "as is" basis and carries no applicable warranty. All claims for shortage, damages or mis-shipped merchandise must be made in writing within five (5) days after the receiving date. If any part of these Terms and Conditions is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

This agreement and all the rights and obligations of the parties shall be governed by the laws of the State of California. If Seller retains an attorney to enforce its rights under this agreement, Buyer agrees to pay reasonable attorneys fees and court costs. The Seller retains a security interest in the merchandise until it is fully paid. Buyer assumes all risk of loss of delivered product and shall not be released from any obligations under this agreement due to product loss, damage, or disrepair following delivery and acceptance. Buyer will provide information necessary for preparation of, and will execute one or more Financing Statements upon request of Seller. If freight is applicable, it will be stated on separate line on Quotation.

Appointments can be scheduled and will come with a 4 hour window of arrival time. Approved installations that are cancelled or postponed may carry additional charges to Buyer. Standard lead time is 4 to 6 weeks. Quick ship products are limited, but available. Ergonomic equipment may need to be installed by your IT Department and scheduling is responsibility of end user. Invoices must be paid in full. If there is a punch list, Invoice shall still be paid, however, Buyer has the right to withold 10% until requirements are met.

Prop 65 Warning: Products can potentially expose you to chemicals including lead, nickel and chromium which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.

SAS

Seats And Stations
1430 Blue Oaks Blvd., Suite 150
Roseville, CA 95747
tel (916) 786-8005
fax (916) 783-8006

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

LIMITED LIFETIME WARRANTY

Trendway Corporation warrants to the original purchaser that the products described in its price lists, sold after August 1, 2004 will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

	Systems	Architectural Products	Seating
10 Year	•Height-Adjustable Table Frame •Electrical Components	•Electrical Components	•Pneumatic Cylinders •Mechanisms
5 Year	•Drawer Slides •Systems Textiles •Laminate, Paint, Plastic •Electronic Ballasts •Height-Adjustable Table Mechanical Components •Screens	•Systems Textiles •Laminate, Paint, Plastic	
3 Year	•Veneer •Magnetic Ballasts	•Veneer	•Trim •Foam •Upholstery •Arm Pads
2 Year	•Surface Trend Fabrics •Height-Adjustable Table Electrical Components	•Surface Trend Fabrics	
1 Year	•Non-Standard Product •Personal Task Lighting	•Non-Standard Product	•Non-Standard Product
Not Covered	•Light Bulbs •Customer's Own Material	•Customer's Own Material	•Customer's Own Material

The following exceptions apply to all product lines:
- The Trendway warranty applies to normal three shift office use, with the exception of seating. Seating is warranted for single-shift usage.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

This comprehensive warranty applies to all products installed or reconfigured by a Trendway authorized installer. Trendway will repair, or at its option, replace defective merchandise, free of charge, which, when used normally and pursuant to Trendway's published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan.

Any and all labor charge backs must be pre-approved by Trendway's Customer Care Manager in writing. Trendway will reimburse authorized Trendway dealers and service centers for approved warranty labor during the first year of use.

This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. Trendway employs quality measures to ensure color consistency in our products. However, due to the effects of light and other environmental factors, no guarantee can be made for an exact match to product in an existing installation.

Natural variations occurring in materials such as wood and leather are not considered defects, and Trendway does not warrant the matching of colors, grains, textures or colorfastness of these materials.

Trendway provides a three-year warranty on veneer products for quality and craftsmanship. Due to the natural properties of wood, the following are not covered under this warranty:
- Changes in wood color resulting from exposure to light or aging
- Natural color variation between wood veneer and solid wood pieces, or resulting from veneer lay-up
- Natural variation in wood grain or the presence of character marks
- Normal wear and tear
- Exact match to swatch materials

Trendway makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. Trendway's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Trendway be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose.

This warranty supersedes all previously printed Trendway warranties.

11/20

Trendway

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Dealer: Seats and Stations CA

Contact: Terry Passantino

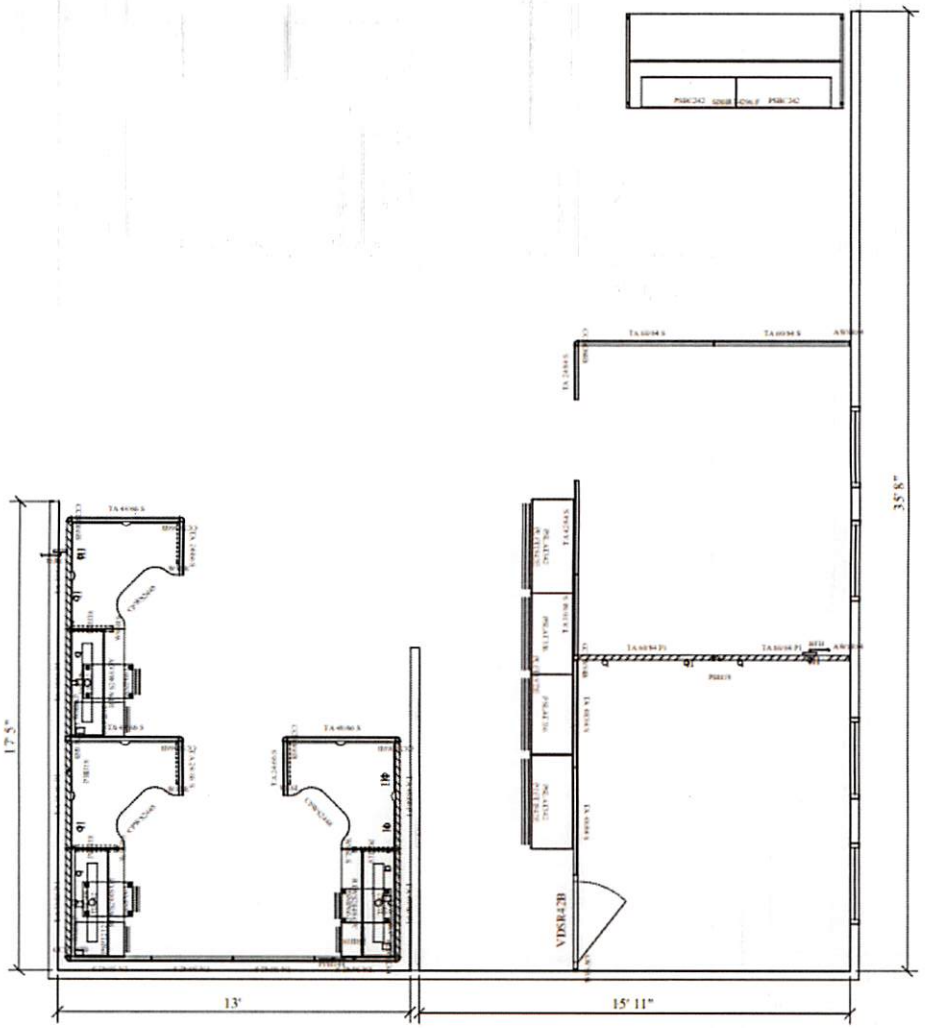
Customer: County of Colusa Bid

Project Number: 20-31696

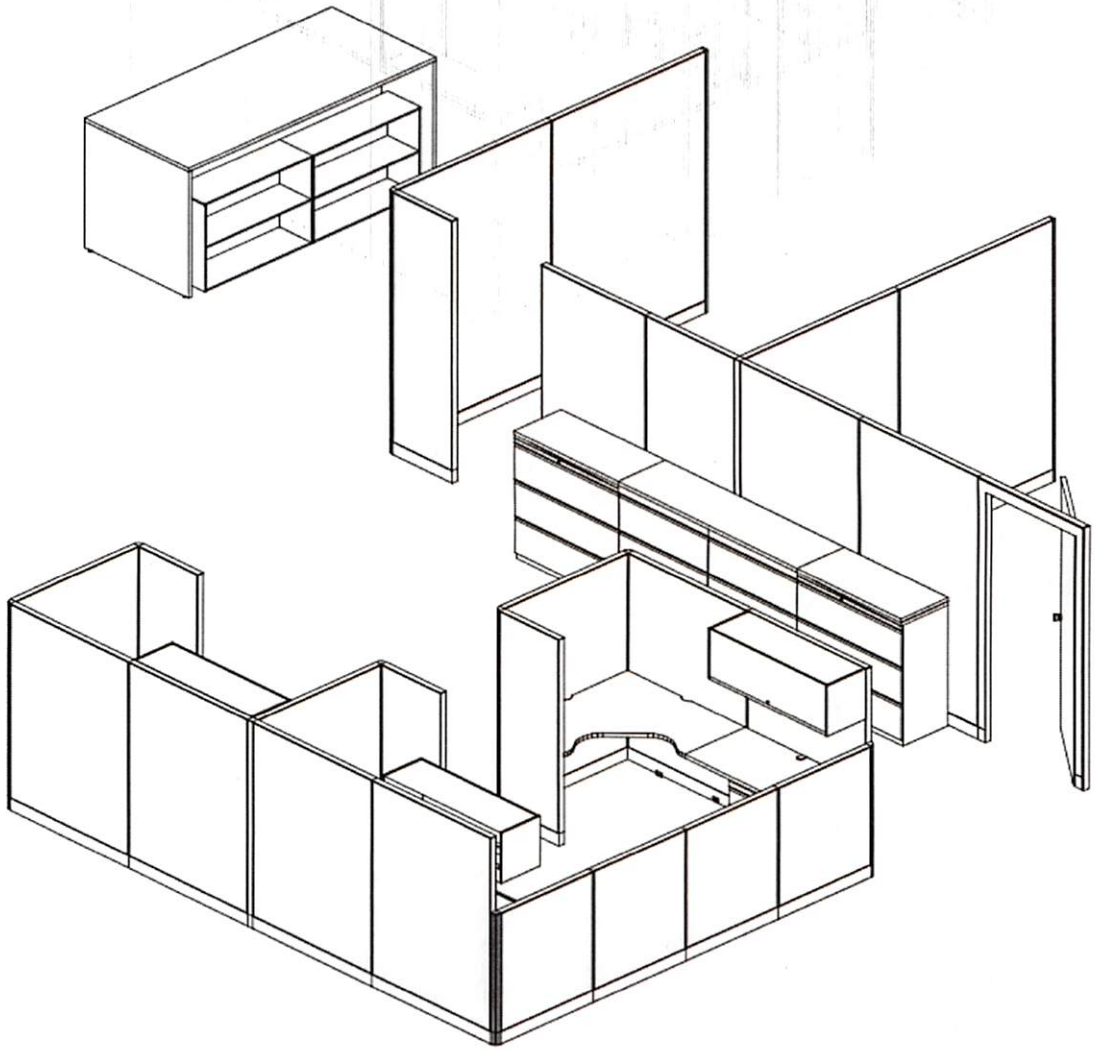
Date: 12/16/2020

Designer: A. Sciabbarrasi

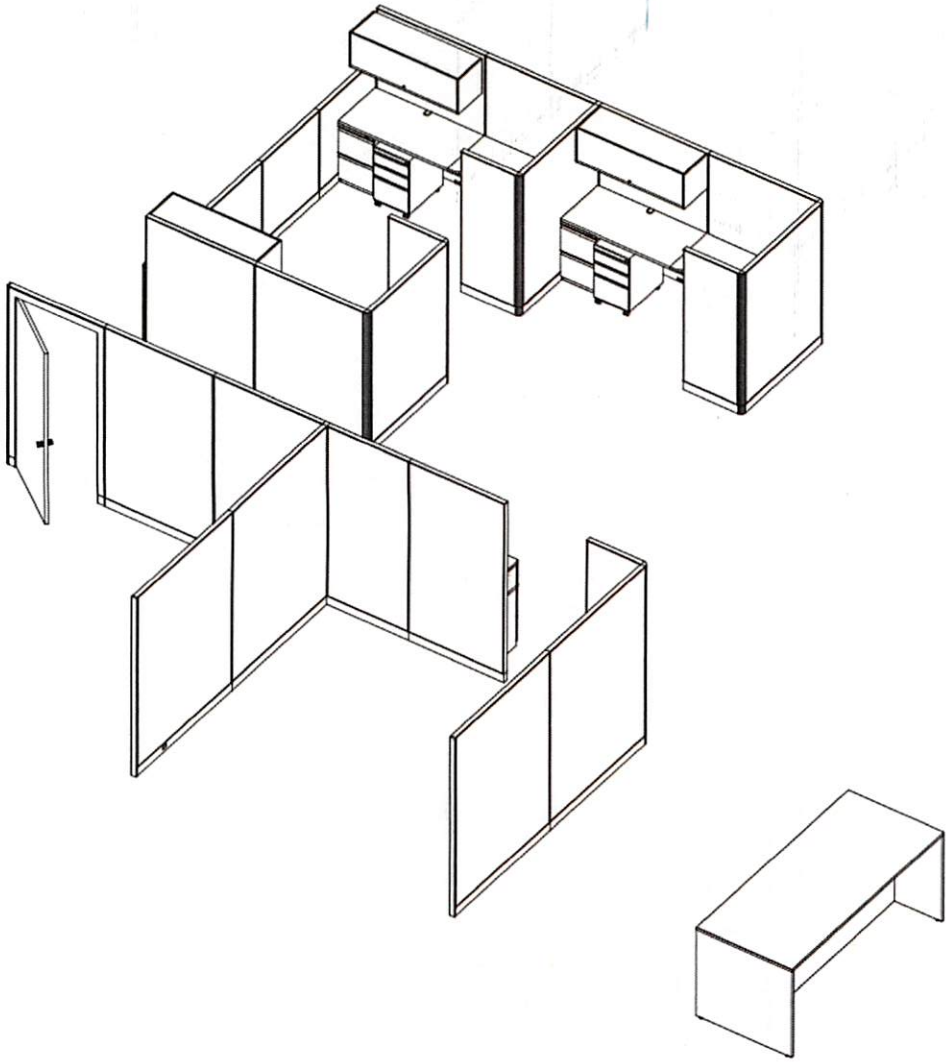
Trendway



Trendway

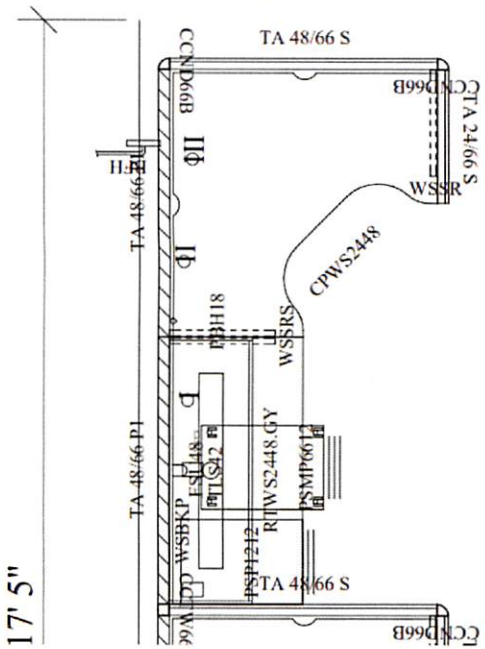


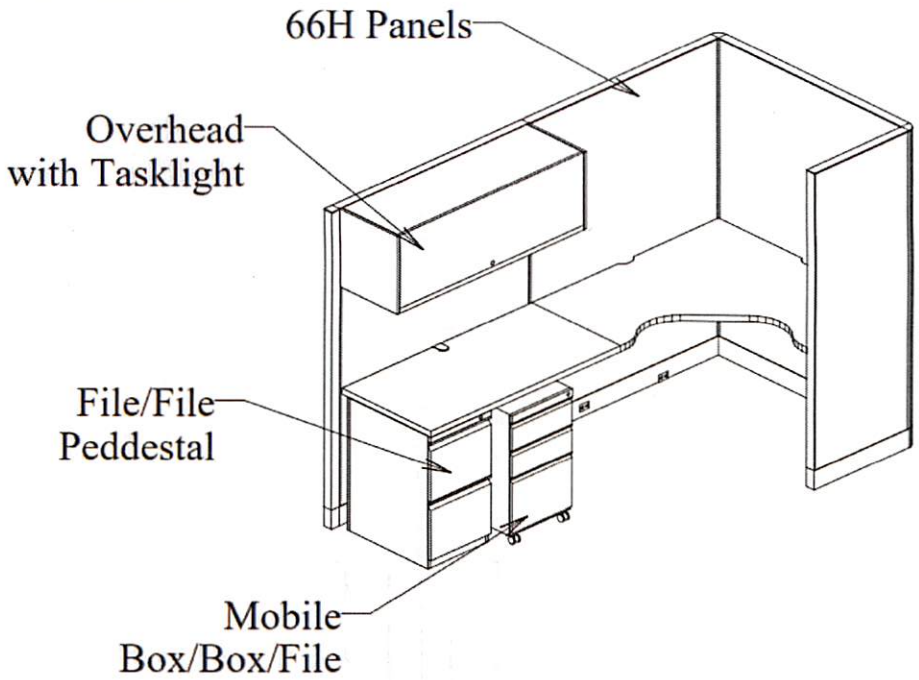
Trendway



Trendway

Typicals

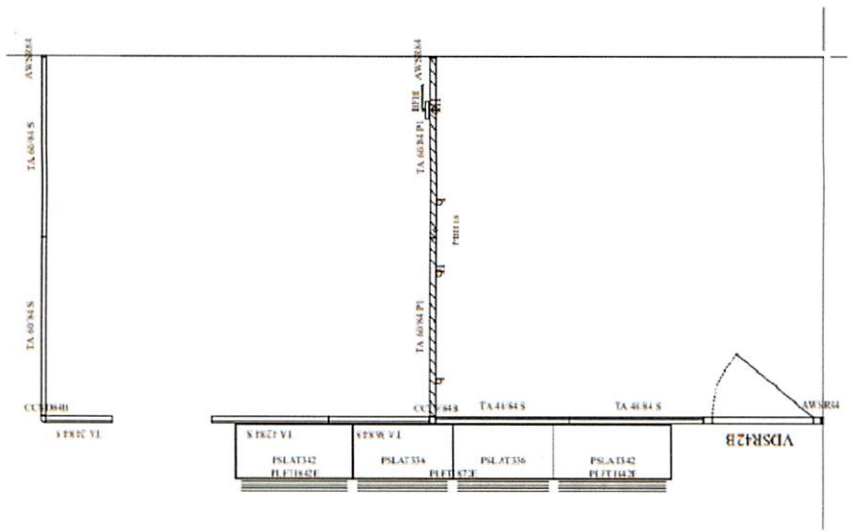


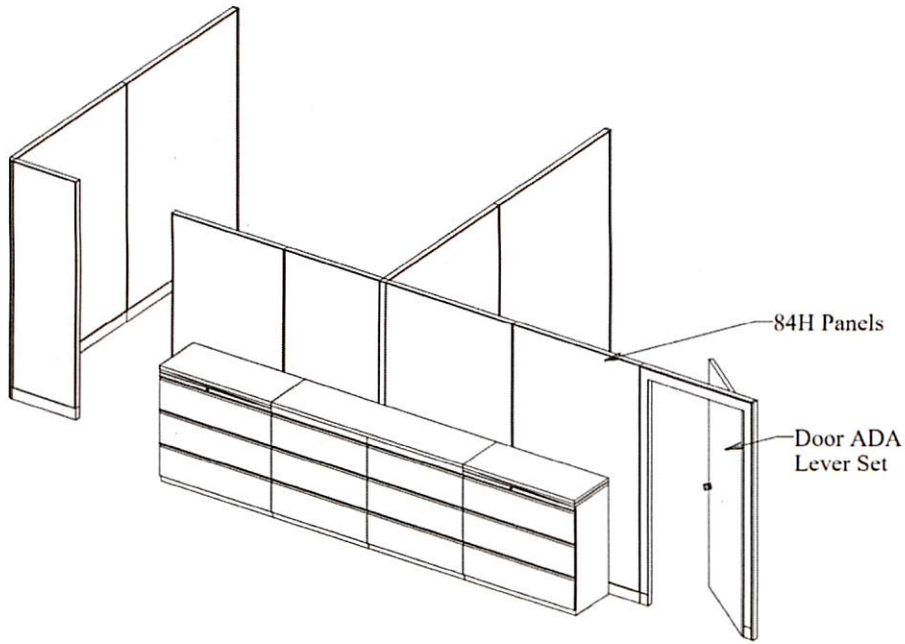


Trendway

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

Typicals



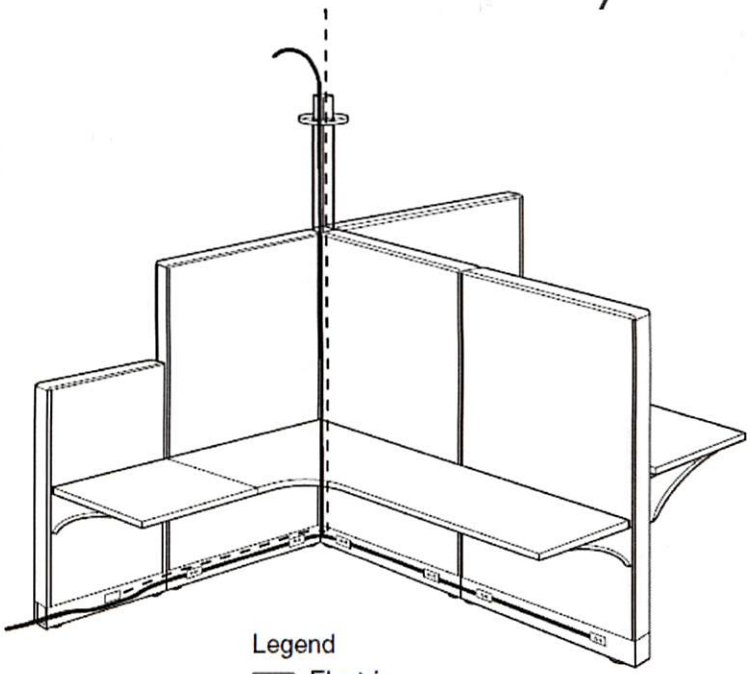


Trendway

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

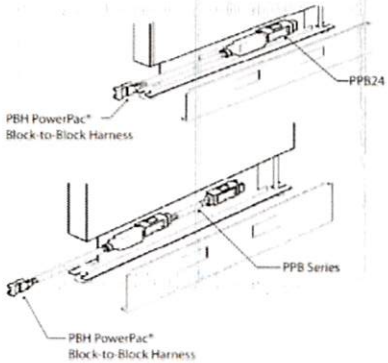
Cut Sheets

Choices Electrical System

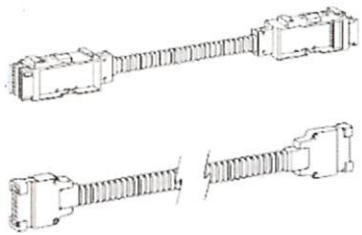


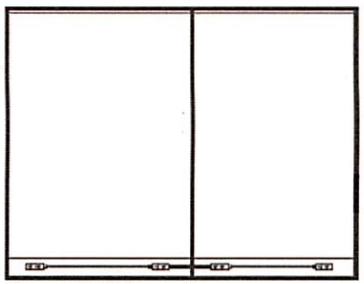
Choices offers base capability for accessing power and data in workstations. Choices Panels allow the distribution of power and data cables horizontally for access at baseline in TA Panels. Power can be distributed at the base using PowerPac components. Data cables can be routed through TA Panels at the baseline.

Trendway

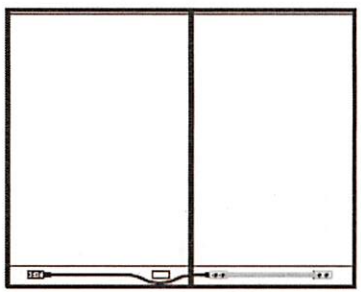


PowerPac Blocks attach to the base using the Panel's Base Tee. PowerPac Harnesses are used to route power through the panels.



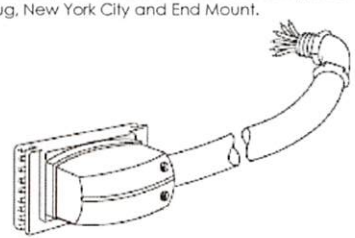


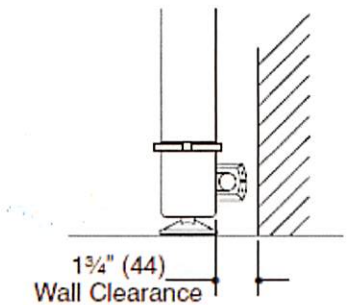
Standard 180° Connection



Integrating Communication Modules

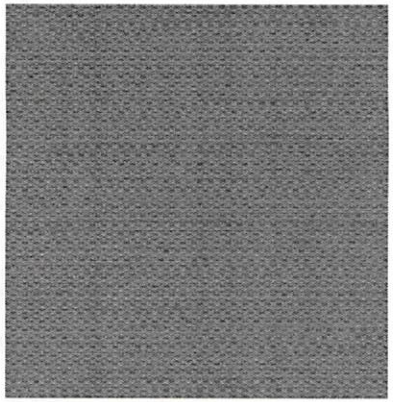
The Base Feed installs into a PowerPac Block to feed power from the building's electrical system. These are four different types of Base Feeds: Hardwired, Plug, New York City and End Mount.



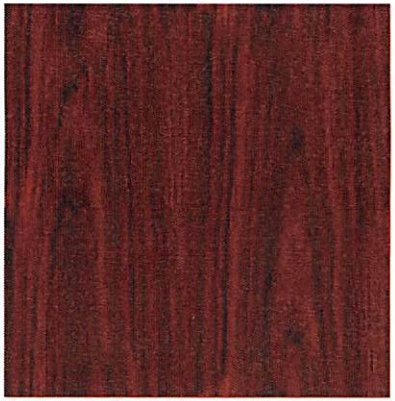


Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

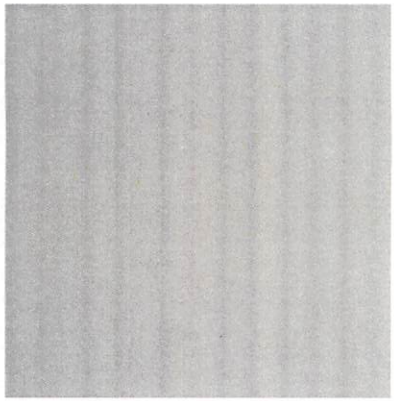
Finishes



Grade 1 Chace Pumice



Laminate Empire Mahogany



Paint Gray

Trendway

Pull Styles

Applied pulls available on Capture, Intrinsic, Trig, and Pack storage

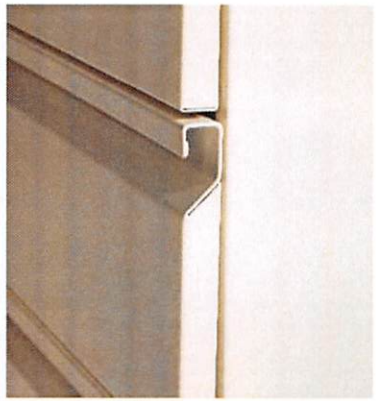
Classic Pull

Designer Pull

Streamline Pull

Mod2 Pull

Modern Pull



Bevel Pull (Pack Storage)

Choices Pull (Choices Storage)

Trendway

Attachment: Attachment A [Revision 1] (6310 : Purchase and Installation of Office Workstations)

ATTACHMENT "B"

COUNTY OF COLUSA

PURCHASING AND PROCUREMENT

REQUEST FOR BIDS

PROCUREMENT & INSTALLATION OF OFFICE WORKSTATIONS for COLUSA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

Due Date: December 18, 2020 @ 2:00 p.m.

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

REQUEST FOR BIDS

The County of Colusa is seeking bids for the procurement and installation of office workstations for the Colusa County Community Development Department located at 220 12th Street, Colusa, CA, as more specifically detailed in the Project Specifications of this RFB. This project is subject to prevailing wage rates.

Bids shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA, 95932 as per specifications attached herewith.

TERMS AND CONDITIONS:

1) Description of Request: Procurement and installation of office workstations for the Colusa County Community Development Department as more specifically described in the bid specifications set forth on pages 7 - 17. All items may be substituted for "comparable or "better than" what is being requested.

2) Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered.

3) Time of Completion: The vendor must be able to completely fill the order no later than 60 days after receipt of County Purchase Order.

4) Time and Place of Submission of Bids:

   A. Time: Bids shall be submitted on or before **December 18, 2020, no later than 2:00 pm** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932

   C. Please include two (2) copies of bid document in a sealed envelope clearly marked:

   "CDD Office Workstations"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

E. Any questions regarding this RFB can be submitted to the Public Purchase Website:

https://www.publicpurchase.com/gems/colusaco,ca/buyer/public/home

until 2:00 p.m. December 16, 2020. Any addenda issued shall be included in the bid.

F. All information requested of the Vendor shall be included with the bid

G. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

H. Corrections and/or modifications received after the closing time specified will not be accepted.

I. Bids must be submitted by the closing date or prior to the time specified to be considered.

J. Any Bid tendered after the time specified will be returned to the Vendor.

K. All Bid prices shall be **F.O.B.** County of Colusa.

Delivered to:
Colusa County Community Development Department
220 12th Street
Colusa, CA 95932

L. Bid pricing shall remain open and valid subject to acceptance for sixty (60) days after RFB closing date.

M. Bid prices shall remain firm for a minimum of one hundred twenty (120) days after award to cover subsequent purchase requirements.

N. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

O. A detailed schematic drawing(s) must be submitted with bid.

P. Colusa County generally solicits Bids from a wide variety of Vendors that may include retailers, wholesalers, suppliers, distributors, etc.

Q. Upon submission of Bid, all such documents shall become the property of the County.

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

R. Vendor shall submit a copy of any warranties and extended warranties which are available with cost.

S. County reserves the right to purchase or not purchase from the RFB.

T. A detailed list of specifications should be submitted with bid.

U. The County reserves the right to reject any and all bids.

5) Quantity and Quality of Materials or Services: All materials and supplies furnished under this Bid shall be new and not refurbished in accordance with the County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the Contractor's expense.

6) Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

7) Each Bid shall follow the format specified by the County.

8) Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online

9) Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

10) Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contracts Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

11) Default by Vendor: In case of default by vendor, the County reserves the right to:

A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

12) Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

13) Local Preference: A five percent (5%) local preference may be applied to the price or bid submitted by a local business. The definition of a local business and preference as provided for in Section 17-10 of Chapter 17 of the Colusa County Code is as follows:

A. "Local Bidder" means an organization or individual, who regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale, in the County, and has a valid license to do business in the County.

B. "Preference" shall mean an amount, expressed in terms of a percentage, by which a bid or price may exceed the next lower submitted bid or price.

C. This section shall not apply to transactions required by state or federal statues or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local Preferences (i.e., construction projects).

D. Any person or business falsely claiming a preference under this section shall be ineligible to bid on County purchases or contracts for a period no less than one (1) year from the date of discovery of the false representation.

14) Detailed specifications are attached, marked "Bid Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

15) Point of Sale is Colusa, CA.

16) Labor for the installation of any purchased equipment will be subject to prevailing wage rates if installation costs exceed $1,000. Copies of the prevailing rates or per diem wages applicable are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful Vendor subject to prevailing wages will be required to post a copy of the wage rates at the installation site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

PROJECT SPECIFICATIONS
County of Colusa
Community Development Department
Office Workstations
220 12th Street, Colusa, CA 95932

The respondent is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

See project specifications on following pages 8 – 16. (Please note the requested finishes: panel fabric (LC22 – Dusk), paint finish (T5 – Greige), and laminate finish (N – Mahogany).

Layout drawings page 17

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

1. FRONT AREA

1 3 **H18723A**
Flagship Series Pedestal "A" Pull Mobile B/B/F 23D

Lock/Omt Opts	.L	Standard Random Key Loc
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

2 3 **H19823A**
Flagship Series Pedestal "A" Pull Freestanding F/F

Lock/Omt Opts	.L	Standard Random Key Loc
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

3 1 **H919466**
66Wx18D Square Edge Laminate Top For Lateral File

Select Laminate	$(L1STD)	Grd L1 Standard Laminate
Select Laminate Color	.N	Mahogany

4 3 **HCTL242**
24D Cantilever One Pair

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

5 7 **HEC65PL**
L Connector 65H Disc 12/31/20

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

6 1 **HEC65PT**
T Connector 65H Disc 12/31/20

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

7 1 **HEC80PL**
L Connector 80H Disc 12/31/20

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

8	1	**HEC80PT**		
		T Connector 80H Disc 12/31/20		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
9	2	**HECVH22P**		
		Variable Height Connector Kit 22.5H		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
10	3	**HEWS80P**		
		Wall Starter Kit for Panels 80H		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
11	2	**HEFEC80P**		
		Panel Finished End Covers 80H		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
12	3	**HEFEC65P**		
		Panel Finished End Covers 65H		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
13	1	**HEPDMK42P**		
		Swinging Pnl Dr 42W x 80H W/O Top Cap		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates
		Laminate Selection	.N	LAM: Mahogany
14	1	**HES1536F**		
		Fabric Stacker 15H x 36W		
		Fabric Selection	$(A)	Gr A Fabric
		Gr A Fab	.LC	FABRIC: Lucy
		Select Lucy Fabric Color	22	COLOR: Dusk
15	1	**HES1524F**		

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

Fabric Stacker 15H x 24W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk

16 1 **HES1542F**
Fabric Stacker 15H x 42W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk

17 2 **HES1548F**
Fabric Stacker 15H x 48W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk

18 4 **HES1560F**
Fabric Stacker 15H x 60W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk

19 10 **HETC24**
Panel Top Cap 24"W

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

20 1 **HETC36**
Panel Top Cap 36"W

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

21 2 **HETC42**
Panel Top Cap 42"W

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

22 12 **HETC48**

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

Panel Top Cap 48"W

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

23 4 **HETC60**
Panel Top Cap 60"W

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

24 4 **HETP4224FP**
Tackable Panel w/o TC 42.5H x 24W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

25 1 **HETP4248FP**
Tackable Panel w/o TC42.5H x 48W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

26 6 **HETP6524FP**
Tackable Panel w/o TC 65H x 24W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

27 1 **HETP6536FP**
Tackable Panel w/o TC 65H x 36W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

28 1 **HETP6542FP**
Tackable Panel w/o TC 65H x 42W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

29 10 **HETP6548FP**
Tackable Panel w/o TC 65H x 48W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

30 4 **HETP6560FP**
Tackable Panel w/o TC 65H x 60W

Fabric Selection	$(A)	Gr A Fabric
Gr A Fab	.LC	FABRIC: Lucy
Select Lucy Fabric Color	22	COLOR: Dusk
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

31 3 **HH870942**
Tasklight 42W

32 6 **HH871248**
Electrical Power Harness 48W 3-1 & 2-2 Systems

33 2 **HH871260**
Electrical Power Harness 60W 3-1 & 2-2 Systems

34 5 **HH871501**
Duplex Receptacle Circuit 1 3-1 & 2-2 Systems

Select Duplex Color	.T3	PAINT: Muslin

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

35	5	**HH871502**		
		Duplex Receptacle Circuit 2 3-1 & 2-2 Systems		
		Select Duplex Color	.T3	PAINT: Muslin
36	5	**HH871503**		
		Duplex Receptacle Circuit 3 3-1 System Only		
		Select Duplex Color	.T3	PAINT: Muslin
37	5	**HH871504**		
		Duplex Receptacle Circuit 4 3-1 & 2-2 Systems		
		Select Duplex Color	.T3	PAINT: Muslin
38	3	**HH879072**		
		Base In-Feed Cable Base 3-1 & 2-2 Systems		
39	1	**HN899910**		
		Door Handle - Lever w/lock set		
		Select Finish Option	.X	Color: Silver
40	1	**HNL123028BKE**		
		12Wx30Dx28-1/2H Bookcase End Support		
		Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates
		Select Chassis Color	.N	LAM: Mahogany
41	1	**HNL123628BKE**		
		12Wx36Dx28-1/2H Bookcase End Support		
		Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates
		Select Chassis Color	.N	LAM: Mahogany
42	3	**HRVOH48FM**		
		Abound Overhead-Metal Flipper Door 48"		
		Select Paint Color	$(P1)	P1 Paint Opts
		Select Grade 1 Paint	.T5	Greige
		Select Lock Option	.L	Lock: Lock
43	17	**HSCKTPS**		
		Straight Connector Kit		
		Select Paint Color	.X	No Option

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

44 1 **HTLC4272HCTFPL**
Pres 42x72 Stdng Gang CollabTbl w/Full Mod-FullLeg LH

Select Grommet	.N	No Grommets
Laminate Top Selection	$(L1STD)	Gr L1 Standard Laminates
Select Laminate	.N	LAM: Mahogany
Laminate Chassis Selection	$(L1STD)	Gr L1 Standard Laminates
Laminate Selection	.N	LAM: Mahogany
Laminate Modesty Selection	$(L1STD)	Gr L1 Standard Laminates
Laminate Selection	.N	LAM: Mahogany
Select Edge Color	.N	Mahogany

45 3 **HWC4824P**
Systems Corner Worksurface 48Wx24D Edgeband Curved

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Laminate Selection	.N	LAM: Mahogany
Select Edgeband Color	.N	EDGE: Mahogany
Select Grommet Color	.T5	Grommet: Greige

46 3 **HWR2448P**
Systems Rectangular Worksurface Edgeband 24D x 48W

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Laminate Selection	.N	LAM: Mahogany
Select Edgeband Color	.N	EDGE: Mahogany
Select Grommet Color	.T5	Grommet: Greige

47 6 **HWSB2**
Worksurface Bracket Kit

Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

LATERAL FILES

48 2 **H9183A**
Flagship 36W 3-Drw "A" Pull Lateral 36W 39-1/8H 18D

Lock/Omt Opts	.L	Standard Random Key Lock
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

49 2 **H9193A**

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

Flagship 42W 3-Drw "A" Pull Lateral 42W 39-1/8H 18D

Lock/Omt Opts	.L	Standard Random Key Lock
Select Paint Color	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.T5	Greige

50 2 **H919442**
42Wx18D Square Edge Laminate Top For Lateral File

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Laminate Color	.N	Mahogany

51 1 **H919472**
72Wx18D Square Edge Laminate Top For Lateral File

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Laminate Color	.N	Mahogany

2. BACK AREA

52 1 **H919430**
30Wx18D Square Edge Laminate Top For Lateral File

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Laminate Color	.N	Mahogany

53 1 **H919460**
60Wx18D Square Edge Laminate Top For Lateral File

Select Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Laminate Color	.N	Mahogany

54 1 **HNL122428BKE**
12Wx24Dx28-1/2H Bookcase End Support

Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates
Select Chassis Color	.N	LAM: Mahogany

55 1 **HNL123028BKE**
12Wx30Dx28-1/2H Bookcase End Support

Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates
Select Chassis Color	.N	LAM: Mahogany

56 1 **HNL123628BKE**

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

12Wx36Dx28-1/2H Bookcase End Support

Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates
Select Chassis Color	.N	LAM: Mahogany

57 1 **HTLC4296HCTP**

Presd 42Wx96L Cafe HT non-pwrd Collb Tbl w/prtl mod

Select Grommet	.N	No Grommets
Select Top Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Top Laminate	.N	LAM: Mahogany
Select Base Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Base Laminate	.N	LAM: Mahogany
Select Modesty Laminate	$(L1STD)	Grd L1 Standard Laminates
Select Modesty Laminate	.N	LAM: Mahogany
Select Edge Color	.N	Mahogany

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

BID WORKSHEET
Community Development Department

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	ALL MODULAR COMPONENTS (PAGES 8 – 16)* An itemized list of the components with pricing should be attached	$
2	OTHER (PLEASE SPECIFY)	$
3		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SHIPPING/DELIVERY	$
	INSTALLATION LABOR	$
	GRAND TOTAL	$

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

VENDOR

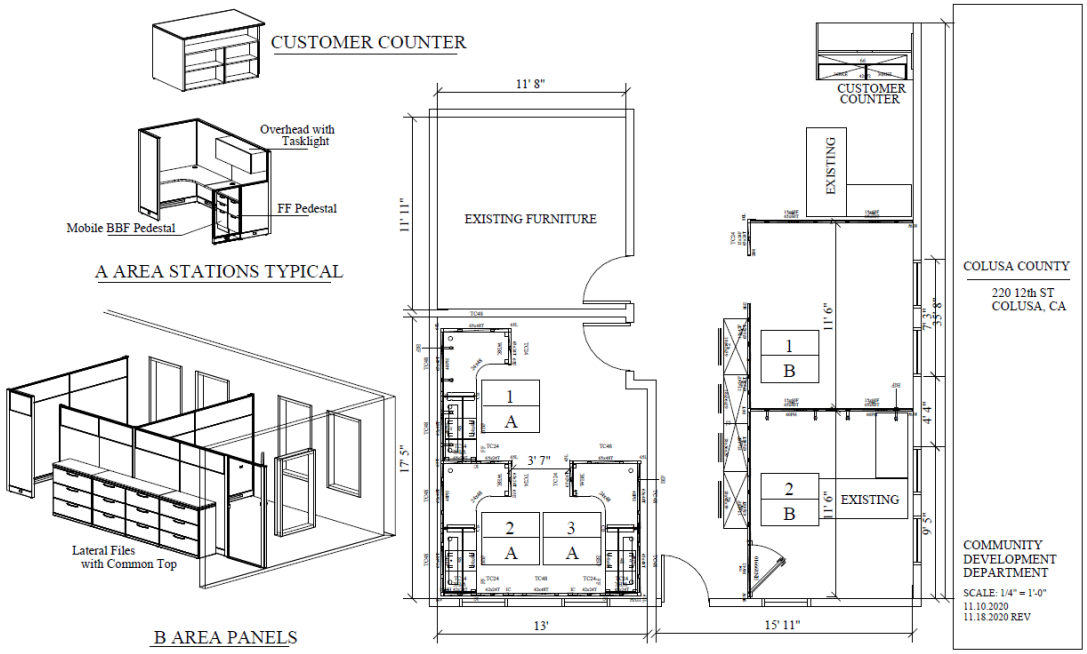
_____ _____

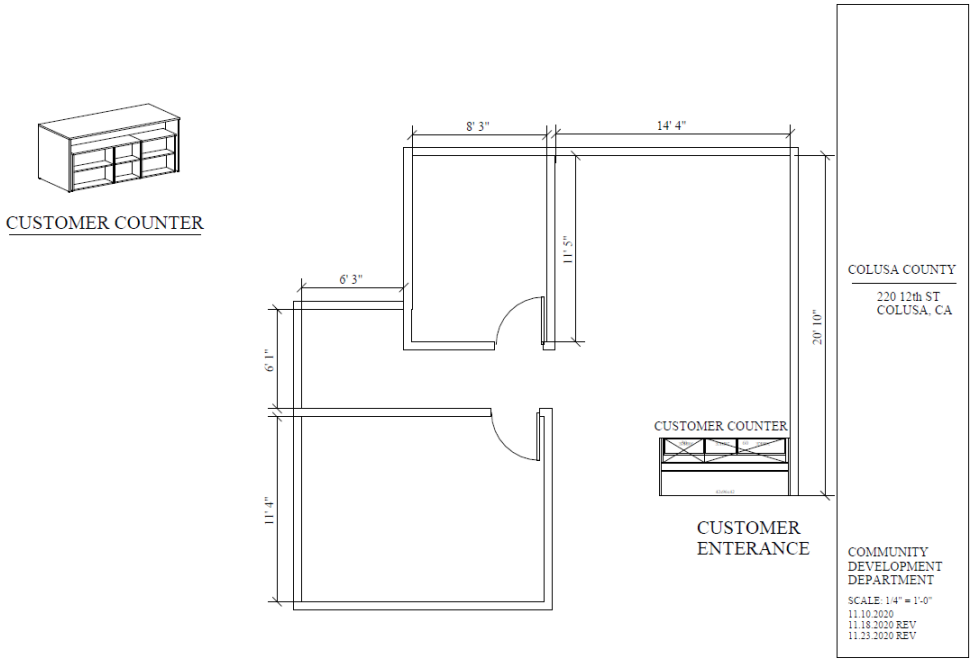
Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2021.

Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)





Attachment: Attachment B (6310 : Purchase and Installation of Office Workstations)

BID WORKSHEET
Community Development Department

NAME Seats and Stations

ADDRESS 430 Blue Oaks Blvd # 150

CITY Roseville STATE CA ZIP CODE 95747 PHONE 916 786-8005

SLT Design Installion Company

DIR #: 1000024696 Contractor License # 984421

Seats+Stations DIR# 1000013126

ITEM	PRODUCT	PRICE
1	ALL MODULAR COMPONENTS (PAGES 8 – 16)* An itemized list of the components with pricing should be attached	$14,885.19 ~~$13956.54~~
2	OTHER (PLEASE SPECIFY)	$
3		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$1,338.27 ~~$1276.95~~
	SHIPPING/DELIVERY	$ N/A
	INSTALLATION LABOR	$3573.75
	GRAND TOTAL	~~$18,801.24~~ $19,797.21

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

Updates approved: TP

VENDOR

Signature

Teresa Passantino

Name (Printed or Typed)

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

This bid is made this 17 day of Dec, ~~2021~~ 2020

CA. Certified woman owned small business

1791817

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

BILL TO:	FINAL LOCATION:
547 Market Street County of Colusa 547 Market Street Colusa, CA 95932-2452	Community Development Department County of Colusa 220 12th Street Colusa, CA 95932-2112

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
1	20-31696, County of Colusa			
2	PSBC230 .T1 .G PACK BOOKCASE 2-HIGH, 30W .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	2.00	$ 193.74	$ 387.48
3	PSBC242 .T1 .G PACK BOOKCASE 2-HIGH, 42W .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	2.00	$ 254.00	$ 508.00
4	SDHRT4266.F .1 .GR1L .1 .J2A .W7 .1 .GR1L .1 .J2A 42"D X 66"W STANDING HEIGHT RECTANGULAR TABLE, FULL MODESTY .1 = TOP HIGH PRESSURE LAMINATES COLOR (TOP LAMINATES) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .W7 = EMPIRE MAHOGANY (TOP EDGE COLOR) .1 = BASE HIGH PRESSURE LAMINATES COLOR (BASE LAMINATES AND EDGE COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES-BASE) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS)	1.00	$ 541.08	$ 541.08
5	SDHRT4296.F .1 .GR1L .1 .J2A .W7 .1 .GR1L .1 .J2A 42"D X 96"W STANDING HEIGHT RECTANGULAR TABLE, FULL MODESTY .1 = TOP HIGH PRESSURE LAMINATES COLOR (TOP LAMINATES) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING	1.00	$ 597.86	$ 597.86

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	VINYL EDGE COLORS) .W7 = EMPIRE MAHOGANY (TOP EDGE COLOR) .1 = BASE HIGH PRESSURE LAMINATES COLOR (BASE LAMINATES AND EDGE COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES-BASE) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS)			
6	AWSR84 .T1 .G ADJUSTABLE WALL STARTER RAIL, FITS PANEL HGT 84" .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	3.00	$ 58.71	$ 176.13
7	BFH BASE FEED 72"L, 4-CIRCUIT, HARDWIRE	2.00	$ 58.71	$ 117.42
8	CCND42B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 42H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	2.00	$ 27.81	$ 55.62
9	CCND66B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 66H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	5.00	$ 40.17	$ 200.85
10	CCND84B .1 .G1Q .Z4R .T1 .G .1 90 DEGREE COVER, 84H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	1.00	$ 46.66	$ 46.66
11	CCTW66B .1 .G1Q .Z4R .T1 .G .1 THREE-WAY COVER, 66H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR)	1.00	$ 38.01	$ 38.01

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)			
12	CCTW84B .1 .G1Q .Z4R .T1 .G .1 THREE-WAY COVER, 84H .1 = GRD 1 PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE (GRADE/PATTERN 1) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION)	1.00	$ 44.50	$ 44.50
13	CPWS2448.GY .G .GR1L .1 .J2A .1 .W7 COCKPIT WORK SURFACE, WITH GROMMET 24D X 48W .G = GRAY (GROMMET COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	3.00	$ 199.92	$ 599.76
14	FSU48 .PF ~.T1 ~.G .T1 .G .AN .QY .PK .RDM FLIPPER DOOR STORAGE UNIT, 48W .PF = PAINT FINISH FRONT (DOOR FINISH OPTION) ~.T1 = SMOOTH TRIM COLORS (~DOOR PAINT COLOR (For Rendering Only- must match unit color)) ~.G = GRAY (~SMOOTH TRIM COLOR (must match unit color)) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .AN = NO ACCENT STRIP (ACCENT STRIP OPTION) .QY = QUARTERBACK (MATCHES TRIM) (QUARTERBACK) .PK = PACK - SILVER LOCK (LOCK TYPE) .RDM = PACK RANDOM (LOCK OPTION)	3.00	$ 189.73	$ 569.19
15	PBH18 CHOICES POWERPAC BLK TO BLK HARNESS, 18" WIDE	6.00	$ 27.81	$ 166.86
16	PD1 .G POWER DUPLEX CIRCUIT 1, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
17	PD2 .G POWER DUPLEX CIRCUIT 2, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
18	PD3 .G POWER DUPLEX CIRCUIT 3, (BOX OF 6) .G = GRAY (TRIM COLOR)	1.00	$ 50.06	$ 50.06
19	PPH144 POWERPAC EXTENSION HARNESS, 144" WIDE	1.00	$ 69.53	$ 69.53
20	PSMP6612 .B .T1 .G .R PACK MOBILE PEDESTAL, 6/6/12, 21 7/8"D	3.00	$ 210.12	$ 630.36

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT

DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)			
21	PSP1212 .B .T1 .G .R PACK WORKSURFACE SUPPORTING PEDESTAL, 12"/12" .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	3.00	$ 174.28	$ 522.84
22	RTWS2448.GY .G .GR1L .1 .J2A .1 .W7 WORK SURFACE, RECTANGULAR W/GROMMET 24D X 48W .G = GRAY (GROMMET COLOR) .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	3.00	$ 95.17	$ 285.51
23	TA2466B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 24W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	3.00	$ 169.02	$ 507.06
24	TA2484B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 24W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 194.05	$ 194.05
25	TA3642B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 36W X 42H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION)	4.00	$ 167.48	$ 669.92

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT

DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)			
26	TA3684B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 36W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA3684B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 235.15	$ 235.15
27	TA4284B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 42W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA4284B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	1.00	$ 251.84	$ 251.84
28	TA4866B.P1 .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, POWERED BASE, 48W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	6.00	$ 265.43	$ 1,592.58
29	TA4866B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 48W X 66H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE	3.00	$ 231.75	$ 695.25

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	SELECTION) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)			
30	TA4884B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 48W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA4884B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 266.98	$ 533.96
31	TA6084B.P1 .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, POWERED BASE, 60W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA6084B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 331.87	$ 663.74
32	TA6084B.S .1 .G1Q .Z4R .G1Q .Z4R .T1 .G .1 .SA FABRIC-COVERED ACOUSTICAL PANEL, 60W X 84H .1 = GRD 1 HIGHEST OF DIFF. PANEL FABRICS (GRADE SELECTION TA6084B) .G1Q = GRD 1 CHASE-SD1 (SIDE 1 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .G1Q = GRD 1 CHASE-SD2 (SIDE 2 - GRADE/PATTERN) .Z4R = PUMICE (Standard) (CHASE COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .SA = STANDARD ACOUSTICS (ACOUSTICS)	2.00	$ 298.19	$ 596.38
33	TLS42 .G .SP .PL SLIM PROFILE TASK LIGHT, FITS 42" - 60" WIDE	3.00	$ 89.61	$ 268.83

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	.G = GRAY (TRIM COLOR) .SP = STANDARD (PLUG TYPE OPTION) .PL = STANDARD PRISMATIC LENS (LENS OPTION)			
34	VDSR42B .2 .V38 .T1 .G .1 .LL DOOR SECTION VINYL, RIGHT, 42W X 84H .2 = TEXTURED TRIM VINYL COLORS (VINYL TYPE) .V38 = TEXTURED GRAY (TEXTURED VINYL COLORS) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .1 = WILL MATCH TRIM COLOR (TOP CAP OPTION) .LL = S51D ADA LOCKSET (DOOR LOCK OPTION)	1.00	$ 795.68	$ 795.68
35	VWC3 .G WIRE MANAGER VERTICAL (PACKAGE OF 3) .G = GRAY (TRIM COLOR)	1.00	$ 8.03	$ 8.03
36	WSBKP CHOICES WORKSURFACE SUPPORT BRACKET, PAIR	3.00	$ 8.03	$ 24.09
37	WSSL .G CHOICES WORKTOP SUPPORT LEFT .G = GRAY (TRIM COLOR)	1.00	$ 20.09	$ 20.09
38	WSSLS .G CHOICES WORKTOP SUPPORT SHARED, LEFT HAND .G = GRAY (TRIM COLOR)	1.00	$ 28.43	$ 28.43
39	WSSR .G CHOICES WORKTOP SUPPORT RIGHT .G = GRAY (TRIM COLOR)	2.00	$ 20.09	$ 40.18
40	WSSRS .G CHOICES WORKTOP SUPPORT SHARED, RIGHT HAND .G = GRAY (TRIM COLOR)	2.00	$ 28.43	$ 56.86
41	PLFT1842E .GR1L .1 .J2A .1 .W7 PACK HIGH PRESSURE LAMINATE LATERAL FILE TOP 1842 .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	2.00	$ 80.34	$ 160.68
42	PLFT1872E .GR1L .1 .J2A .1 .W7 PACK HIGH PRESSURE LAMINATE LATERAL FILE TOP 1872 .GR1L = GRADE 1 LAMINATES (HIGH-PRESSURE LAMINATES) .1 = LAMINATES W/MATCHING VINYL EDGE (GRADE 1 LAMINATES/PATTERNS) .J2A = EMPIRE MAHOGANY 38 (LAMINATES W/MATCHING VINYL EDGE COLORS) .1 = VINYL EDGE (EDGE TYPE) .W7 = EMPIRE MAHOGANY (EDGE COLOR)	1.00	$ 118.35	$ 118.35

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Seats and Stations
1430 Blue Oaks Blvd
Suite 150
Roseville, CA 95747
PH: 916 786 8005
FX: 916 783 8006

QUOTATION & CONTRACT		
DATE	QUOTE #	PURCHASE ORDER
12/17/20	SAS210027A	

TERMS	SALES REPRESENTATIVE
0% Dep. / Bal. Due Upon Receipt	Terry Passantino

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
43	PSLAT336 .B .T1 .G .R PACK LATERAL FILE W/TOP 3-HIGH, 36W .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	2.00	$ 408.50	$ 817.00
44	PSLAT342 .B .T1 .G .R PACK LATERAL FILE W/TOP 3-HIGH, 42W .B = BEVEL PULL (PULL STYLE) .T1 = SMOOTH TRIM COLORS (TRIM COLOR GROUP) .G = GRAY (SMOOTH TRIM COLOR) .R = RANDOM (LOCK OPTION - SILVER LOCK)	2.00	$ 449.60	$ 899.20
			Subtotal:	**$ 14,885.19**
45	Assemble Receive, Deliver and Assemble during normal business hours with PREVAILING WAGE installers. Area to be free and clear. Customer to coordinate electrical and data subcontractors. Any additional requirements during installation not previously discussed will result in additional costs associated with parts and labor. *Taxable*	1.00	$ 3,573.75	$ 3,573.75

NOTES:

Any questions please contact Terry or Orrey

ORDERS MAY BE SUBJECT TO A TARIFF, CHARGES WILL BE ADDED TO FINAL INVOICE IF APPLICABLE

Credit Card 4% fee applies

SEATS AND STATIONS IS PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. BASED ON ANY CURRENT FEDERALLY MANDATED TARIFFS, ALL IMPORT TAXES WILL BE PASSED ON. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES

x _____ Date 12/17/20

Terry Passantino

SEATS AND STATIONS

x _____ Date _____

Title _____

County of Colusa

SUB TOTAL	$18,458.94
FREIGHT	$0.00
SERVICE	$0.00
LABOR ASSEMBLY	$0.00
LABOR INSTALLATION	$0.00
SALES TAX (7.25%)	$1,338.27
TOTAL	**$19,797.21**
DEPOSIT REQUESTED (NON-REFUNDABLE)	$0.00
BALANCE	**$19,797.21**

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

Terms & Conditions

MADE TO ORDER PRODUCT IS NOT RETURNABLE. All prices quoted shall remain valid for 30 days. Acceptance of the Seller's written quotation shall be evidenced by delivery of Buyer's written confirmation or written purchase order incorporating all of the provisions of Seller's quotation and these Terms and Conditions. A deposit of 50% of the invoice price of all goods and services may be required as a condition of order. The Seller shall render its invoice for balance due upon delivery and installation of the goods. Contract prices do not include freight charges. Prices are subject to applicable federal, state and local taxes. Balance of the purchase price is due upon receipt of invoice or according to the terms stated on the Invoice. A 10% fee may be added after ninety (90) days if payment is not received.

Further, if delivery or installation is delayed at the request of Buyer or due to construction, Buyer shall pay any storage fees, freight and handling charges. Storage fees begin thirty (30) days after product lands on our dock and continue until install, delivery or taken by buyer. Storage fees are based on the quantity of product received and the amount of space required. Installation will be invoiced upon completion; although, product will be invoiced upon arrival at our warehouse. Based on any current federally mandated tariffs, all import taxes will be passed on. Unless otherwise specified, all furniture is warranted by Seller to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. All used merchandise is sold on an "as is" basis and carries no applicable warranty. All claims for shortage, damages or mis-shipped merchandise must be made in writing within five (5) days after the receiving date. If any part of these Terms and Conditions is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

This agreement and all the rights and obligations of the parties shall be governed by the laws of the State of California. If Seller retains an attorney to enforce its rights under this agreement, Buyer agrees to pay reasonable attorneys fees and court costs. The Seller retains a security interest in the merchandise until it is fully paid. Buyer assumes all risk of loss of delivered product and shall not be released from any obligations under this agreement due to product loss, damage, or disrepair following delivery and acceptance. Buyer will provide information necessary for preparation of, and will execute one or more Financing Statements upon request of Seller. If freight is applicable, it will be stated on separate line on Quotation.

Appointments can be scheduled and will come with a 4 hour window of arrival time. Approved installations that are cancelled or postponed may carry additional charges to Buyer. Standard lead time is 4 to 6 weeks. Quick ship products are limited, but available. Ergonomic equipment may need to be installed by your IT Department and scheduling is responsibility of end user. Invoices must be paid in full. If there is a punch list, Invoice shall still be paid, however, Buyer has the right to withold 10% until requirements are met.

Prop 65 Warning: Products can potentially expose you to chemicals including lead, nickel and chromium which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov.

SAS

Seats And Stations
1430 Blue Oaks Blvd., Suite 150
Roseville, CA 95747
tel (916) 786-8005
fax (916) 783-8006

Attachment: Seats and Stations Bid (6310 : Purchase and Installation of Office Workstations)

BID WORKSHEET
Community Development Department

NAME Esplanade Office

ADDRESS 1802 Esplanade, Chico, Ca 95926

CITY Chico STATE Ca ZIP CODE 95926 PHONE 530-891-4221

DIR #: 1000006070 Contractor License # 997285

ITEM	PRODUCT	PRICE
1	ALL MODULAR COMPONENTS (PAGES 8 – 16)* An itemized list of the components with pricing should be attached	$ 16520.17
2	OTHER (PLEASE SPECIFY)	$
3		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 1397.82
	SHIPPING/DELIVERY	$ 820.00
	INSTALLATION LABOR	$ 2760.00
	GRAND TOTAL	$ 21,497.99

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5: _____ YES ___×___ NO

VENDOR

Signature

Forrest Wells
Name (Printed or Typed)

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

This bid is made this 17 day of December, ~~2021~~ 2020

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Colusa County

NEW WORKSTATIONS FOR COLUSA CO CDD

Date: 12/17/2020

Prepared For: Greg Plucker

Quote Number: 4928-30197

Valid For 61 Days

Prepared by: Jeremy Buri

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Confidentic

© 2020 Esplanade Office.The information in this transmittal is proprietary to Esplanade Office. It is provided on the condition that remains in confidence between Esplanade Office and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents this proposal without the written permission of Esplanade Offic

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

QUOTATION

 # 4928-301

VALID UNTIL 2/16/2

BILL TO

Greg Plucker
Colusa County
Community Development
220 12th Street
Colusa, CA 95932

INSTALL TO

Colusa County
Community Development
220 12th Street
Colusa, CA 95932

Salespe
Jeremy

Payment Te
Payment Due Upon Rec

SHIP TO

Esplanade Office
1802 Esplanade
Chico, CA 95926

New Workstations for Colusa Co CDD

Front Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
1	1.00	EA	MMNCTA4272 / 42"D x 72"W x 42"H Community Table	Maverick Desk	$521.22	$5
			OPTIONS			
			(STSESDSC) All Standard Color (Color_Option) (AWT) African Walnut (Standard_Top_Color) (AWT) African Walnut (Standard_Edge_Color) (AWT) African Walnut (Standard_Chassis_Color) (AWT) African Walnut (Modesty_Finish) ~ No Cartoning (Cartoning_Charges)			
2	1.00	EA	MMBC156930 / 15-1/2"Dx69-3/4"Wx29"H 3-Wide Bookcase	Maverick Desk	$476.69	$4
			OPTIONS			
			(AWT) African Walnut (Standard_Top_Color) (AWT) African Walnut (Standard_Chassis_Color)			
3	6.00	EA	M-C1L / Univ Cantilevered Worksurf Bracket LH	Maxon	$15.98	$
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
4	6.00	EA	M-C1R / Univ Cantilevered Worksurf Bracket RH	Maxon	$15.98	$
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
5	3.00	EA	M-CWB2 / S1K Cantilever W/S Bracket Kit (2 pack)	Maxon	$7.65	$
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
6	1.00	EA	M-DOORLEVER / Hinged Door Lock Set Kit - Polished Silver Lever	Maxon	$98.32	$
7	5.00	EA	M-ED1 / Duplex Outlet Circuit #1	Maxon	$12.82	$
			OPTIONS			
			.EU Muslin (Paint Opts)			
8	5.00	EA	M-ED2 / Duplex Outlet Circuit #2	Maxon	$12.82	$
			OPTIONS			
			.EU Muslin (Paint Opts)			

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

ESPLANADE OFFICE

QUOTATION

4928-301

VALID UNTIL 2/16/2

New Workstations for Colusa Co CDD

Front Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
9	5.00	EA	M-ED3 / Duplex Outlet Circuit #3	Maxon	$12.82	$
			OPTIONS			
			.EU Muslin (Paint Opts)			
10	4.00	EA	M-ED4 / Duplex Outlet Circuit #4 - Isolated/Dedicated	Maxon	$12.83	$
			OPTIONS			
			.EU Muslin (Paint Opts)			
11	8.00	EA	M-EH48 / Standard Double Block Duplex Harness 48W	Maxon	$72.45	$5
12	3.00	EA	M-EPF2 / Power In-Feed through Side Receptacle	Maxon	$80.78	$2
13	1.00	EA	M-EPS48 / Single Block Pass-Thru Harness 48W	Maxon	$57.60	$
14	3.00	EA	M-ICPM271524BBFMA / B/B/F 27Hx24D Mob Ped Mtl-A-Pull	Maxon	$246.82	$7
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			
			.L Standard Lock (Lock Opts)			
15	3.00	EA	M-ICPSBX281524FFMA / F/F SuppPed 28Hx24D RecessKP Mtl-A-Pull	Maxon	$216.22	$6
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			
			.L Standard Lock (Lock Opts)			
16	7.00	EA	M-PFC65PLN / 65H "L" Connector Post	Maxon	$40.95	$2
			OPTIONS			
			$(P1) P1 Paint Opts (Paint Grade Options)			
			.MPT5 Greige (P1 Paint Color Opts)			
17	1.00	EA	M-PFC65PTN / 65H "T" Connector Post	Maxon	$39.60	$
			OPTIONS			
			$(P1) P1 Paint Opts (Paint Grade Options)			
			.MPT5 Greige (P1 Paint Color Opts)			
18	1.00	EA	M-PFC80PLN / 80H "L" Connector Post	Maxon	$46.35	$4
			OPTIONS			
			$(P1) P1 Paint Opts (Paint Grade Options)			
			.MPT5 Greige (P1 Paint Color Opts)			
19	1.00	EA	M-PFC80PTN / 80H "T" Connector Post	Maxon	$45.00	$4
			OPTIONS			
			$(P1) P1 Paint Opts (Paint Grade Options)			
			.MPT5 Greige (P1 Paint Color Opts)			
20	2.00	EA	M-PFCS1 / Single Connector Strap	Maxon	$2.70	$
21	6.00	EA	M-PFCSL / "L" Connector Strap	Maxon	$4.95	$2
22	2.00	EA	M-PFCST / "T" Connector Strap	Maxon	$6.08	$1

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

ESPLANADE OFFICE

QUOTATION

4928-3019

VALID UNTIL 2/16/2(

New Workstations for Colusa Co CDD

Front Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
23	2.00	EA	M-PFXC-22HL / Prefix Variable Height Connector Kit 22.5H	Maxon	$23.85	$4
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
24	3.00	EA	M-PFXC-65E / Prefix Panel End Covers 65H	Maxon	$23.85	$7
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
25	2.00	EA	M-PFXC-80E / Prefix Panel End Covers 80H	Maxon	$26.33	$5
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
26	3.00	EA	M-PFXC-80W / Wall Starter Kit for Panels 80H	Maxon	$63.45	$19
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
27	11.00	EA	M-PFXC-S / Prefix Straight Connector Kit	Maxon	$2.70	$2
28	1.00	EA	M-PFXDP8042P / Prefix Door Panel 80Hx42W Non-Handed No Top Cap	Maxon	$484.65	$48
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts) $(L1STD) L1 Standard Lam Opts (Lam Grd Opts) .LM16 Flint (L1 Directional Laminate Opts)			
29	2.00	EA	M-PFXM-4224FP / Prefix Tackable Panel 42.5H x 24W No TC	Maxon	$132.53	$26
			OPTIONS			
			$(A) Grd A Fab (Fab Opts) .LC Fab: Lucy (GRD A FAB) 22 Clr: Dusk (Lucy) $(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
30	2.00	EA	M-PFXM-4248FP / Prefix Tackable Panel 42.5H x 48W No TC	Maxon	$144.90	$28
			OPTIONS			
			$(A) Grd A Fab (Fab Opts) .LC Fab: Lucy (GRD A FAB) 22 Clr: Dusk (Lucy) $(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
31	4.00	EA	M-PFXM-6524FP / Prefix Tackable Panel 65H x 24W No TC	Maxon	$147.38	$58
			OPTIONS			
			$(A) Grd A Fab (Fab Opts) .LC Fab: Lucy (GRD A FAB) 22 Clr: Dusk (Lucy) $(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

ESPLANADE OFFICE

QUOTATION

4928-301

VALID UNTIL 2/16/2

New Workstations for Colusa Co CDD

Front Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
32	1.00	EA	M-PFXM-6536FP / Prefix Tackable Panel 65H x 36W No TC	Maxon	$166.28	$1
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			
33	1.00	EA	M-PFXM-6542FP / Prefix Tackable Panel 65H x 42W No TC	Maxon	$173.25	$1
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			
34	15.00	EA	M-PFXM-6548FP / Prefix Tackable Panel 65H x 48W No TC	Maxon	$183.15	$2,7
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			
35	1.00	EA	M-PFXS-1524F / Prefix Fabric Stacker 15H x 24W	Maxon	$103.50	$1(
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
36	1.00	EA	M-PFXS-1536F / Prefix Fabric Stacker 15H x 36W	Maxon	$120.15	$1
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
37	1.00	EA	M-PFXS-1542F / Prefix Fabric Stacker 15H x 42W	Maxon	$129.15	$1
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
38	6.00	EA	M-PFXS-1548F / Prefix Fabric Stacker 15H x 48W	Maxon	$138.38	$8
			OPTIONS			
			$(A) Grd A Fab (Fab Opts)			
			.LC Fab: Lucy (GRD A FAB)			
			22 Clr: Dusk (Lucy)			
39	6.00	EA	M-PFXTC24 / Prefix Panel Top Cap 24"W	Maxon	$10.35	$6
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts)			
			.MPT5 Greige (P1 Paint Color Opts)			

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

ESPLANADE OFFICE

QUOTATION

4928-3019

VALID UNTIL 2/16/20

New Workstations for Colusa Co CDD

Front Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
40	1.00	EA	M-PFXTC36 / Prefix Panel Top Cap 36"W	Maxon	$16.88	$
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
41	2.00	EA	M-PFXTC42 / Prefix Panel Top Cap 42"W	Maxon	$19.80	$
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
42	17.00	EA	M-PFXTC48 / Prefix Panel Top Cap 48"W	Maxon	$21.60	$36
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
43	3.00	EA	M-URCW2448 / Univ RC WS 24 x 48	Maxon	$220.50	$66
			OPTIONS			
			$(L1PTR) L1 Partnership Lam Opts (Lam Grd Opts) .N Mahogany (L1 Partnership Laminate Opts) .E4 Black (Select Edge Color)			
44	3.00	EA	M-URW2448 / Univ Rec WS 24 x 48	Maxon	$97.87	$29
			OPTIONS			
			$(L1PTR) L1 Partnership Lam Opts (Lam Grd Opts) .N Mahogany (L1 Partnership Laminate Opts) .E4 Black (Select Edge Color)			
45	3.00	EA	M-USL42 / Task Light 42W	Maxon	$82.35	$24
46	3.00	EA	M-USOH1548F / Univ OH Cab 15Hx48W Flipper Pnt Door	Maxon	$181.35	$54
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			

Lateral Files

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT P
47	2.00	EA	M-LF336-A / Ridgeline Lateral- 3-Dwr 36W A-Pull	Maxon	$507.15	$1,01
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			
48	2.00	EA	M-LF342-A / Ridgeline Lateral- 3-Dwr 42W A-Pull	Maxon	$584.33	$1,16
			OPTIONS			
			$(P1) P1 Paint Opts (Pnt Grd Opts) .MPT5 Greige (P1 Paint Color Opts)			

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

Esplanade Office
1802 Esplanade
Chico, CA 95926
Phone: (530) 891-4221
http://www.esplanadeoffice.com/

ESPLANADE OFFICE

QUOTATION

4928-301

VALID UNTIL 2/16/2

New Workstations for Colusa Co CDD

Lateral Files

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
49	1.00	EA	M-LFWT1872E / Lateral File Worktop 18Dx72W Edgeband	Maxon	$175.95	$1
			OPTIONS			
			$(L1PTR) L1 Partnership Lam Opts (Lam Grd Opts) .N Mahogany (L1 Partnership Laminate Op) .E4 Black (Select Edge Color)			
50	1.00	EA	M-LFWT1884E / Lateral File Worktop 18Dx84W Edgeband	Maxon	$205.42	$2
			OPTIONS			
			$(L1PTR) L1 Partnership Lam Opts (Lam Grd Opts) .N Mahogany (L1 Partnership Laminate Op) .E4 Black (Select Edge Color)			

Back Area

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
51	1.00	EA	MMNCTA4296 / 42"D x 96"W x 42"H Community Table	Maverick Desk	$556.36	$5
			OPTIONS			
			(STSESDSC) All Standard Color (Color_Option) (AWT) African Walnut (Standard_Top_Color) (AWT) African Walnut (Standard_Edge_Color) (AWT) African Walnut (Standard_Chassis_Color) (AWT) African Walnut (Modesty_Finish) ~ No Cartoning (Cartoning_Charges)			
52	1.00	EA	MMBC159330 / 15-1/2"Dx93-11/16"Wx29"H 3-Wide Bookcase	Maverick Desk	$588.65	$5
			OPTIONS			
			(AWT) African Walnut (Standard_Top_Color) (AWT) African Walnut (Standard_Chassis_Color)			

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
53	1.00	EA	Installation / Includes: Receiving Product at Esplanade Office Warehouse, Delivery, Assembly, Installation, Wipe Down, Removal of Waste, Recycling of Cardboard and Styrofoam. Previaling Wage project.		$2,760.00	$2,7

LINE #	QTY	UNIT	PART # / DESCRIPTION	MFG	PRICE EA	EXT
54	1.00	EA	Freight / Freight Charge		$820.00	$8

CUSTOMER SIGN OFF

subtotal	$20,1
sales tax	$1,3
total	**$21,4**

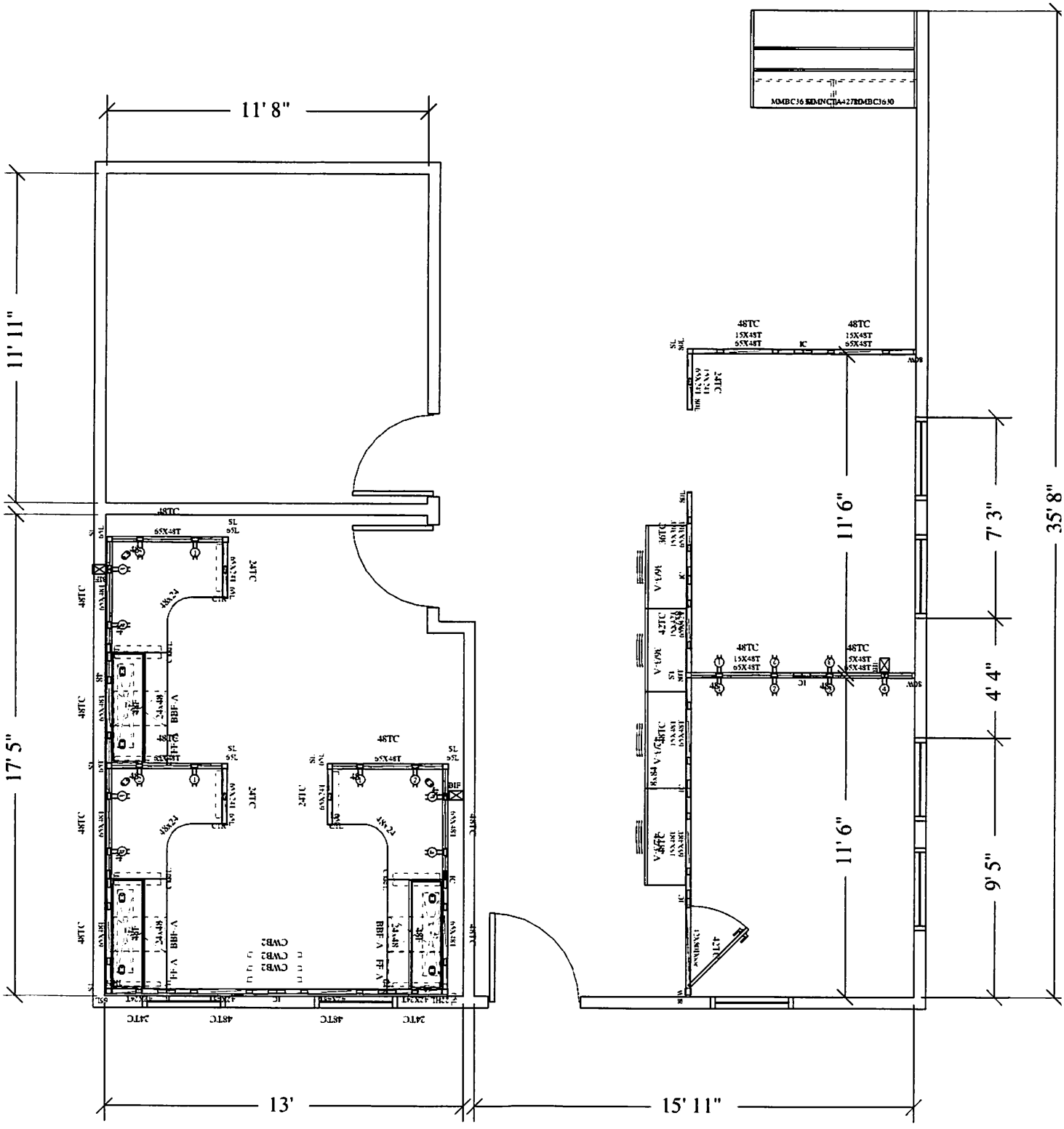
Authorized Signature

Accepted Date

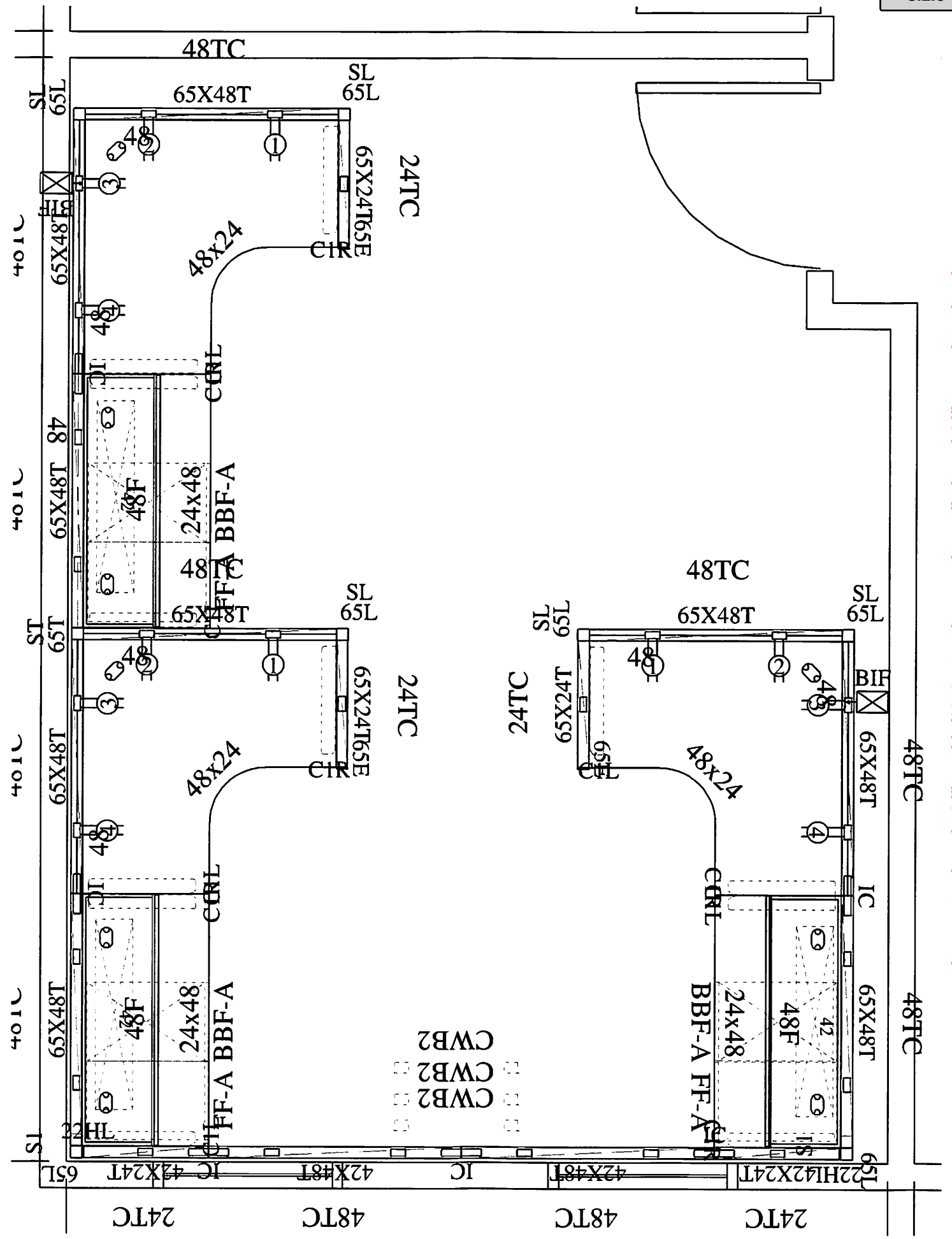
Print Name

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

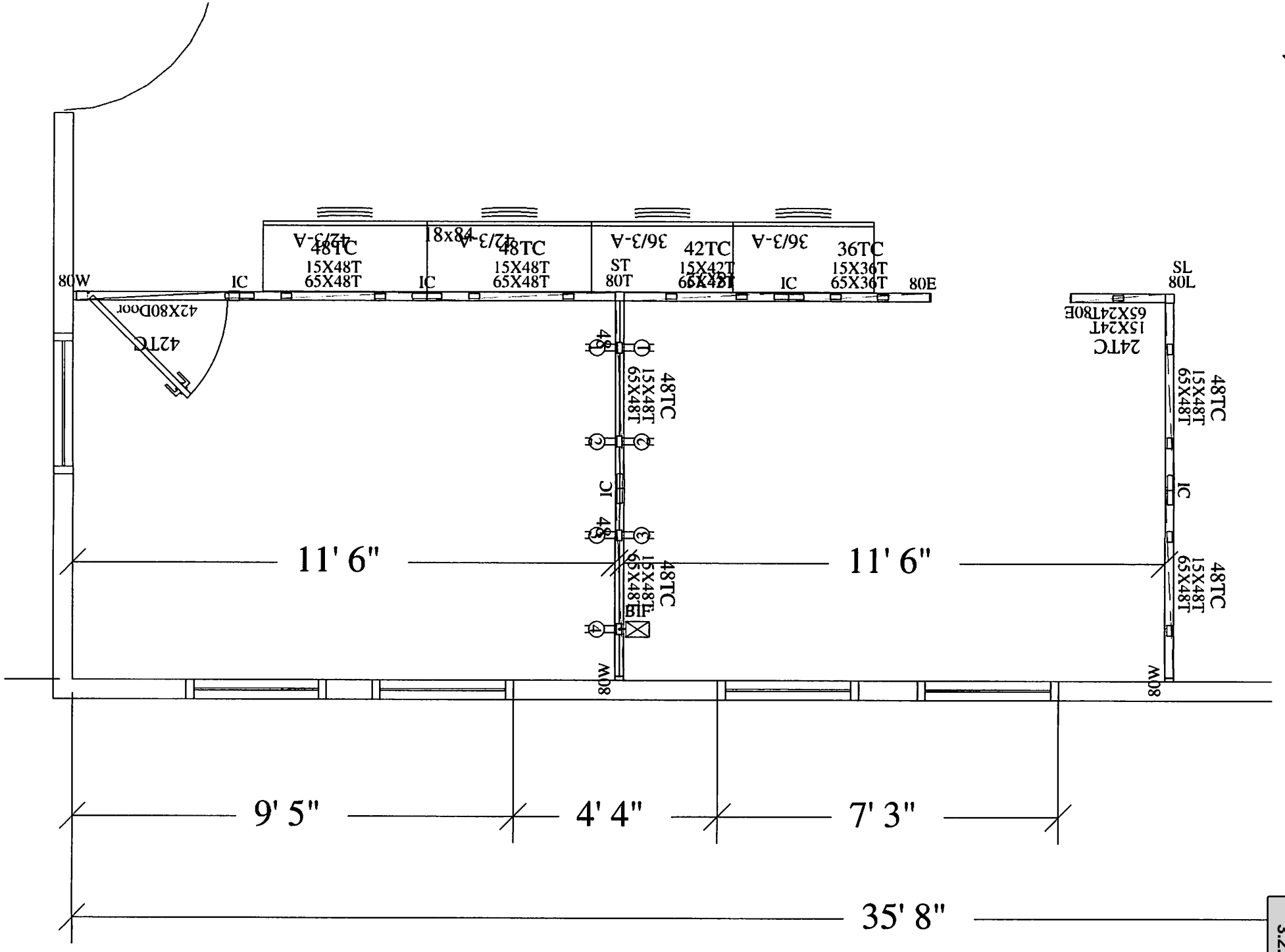
Front Area



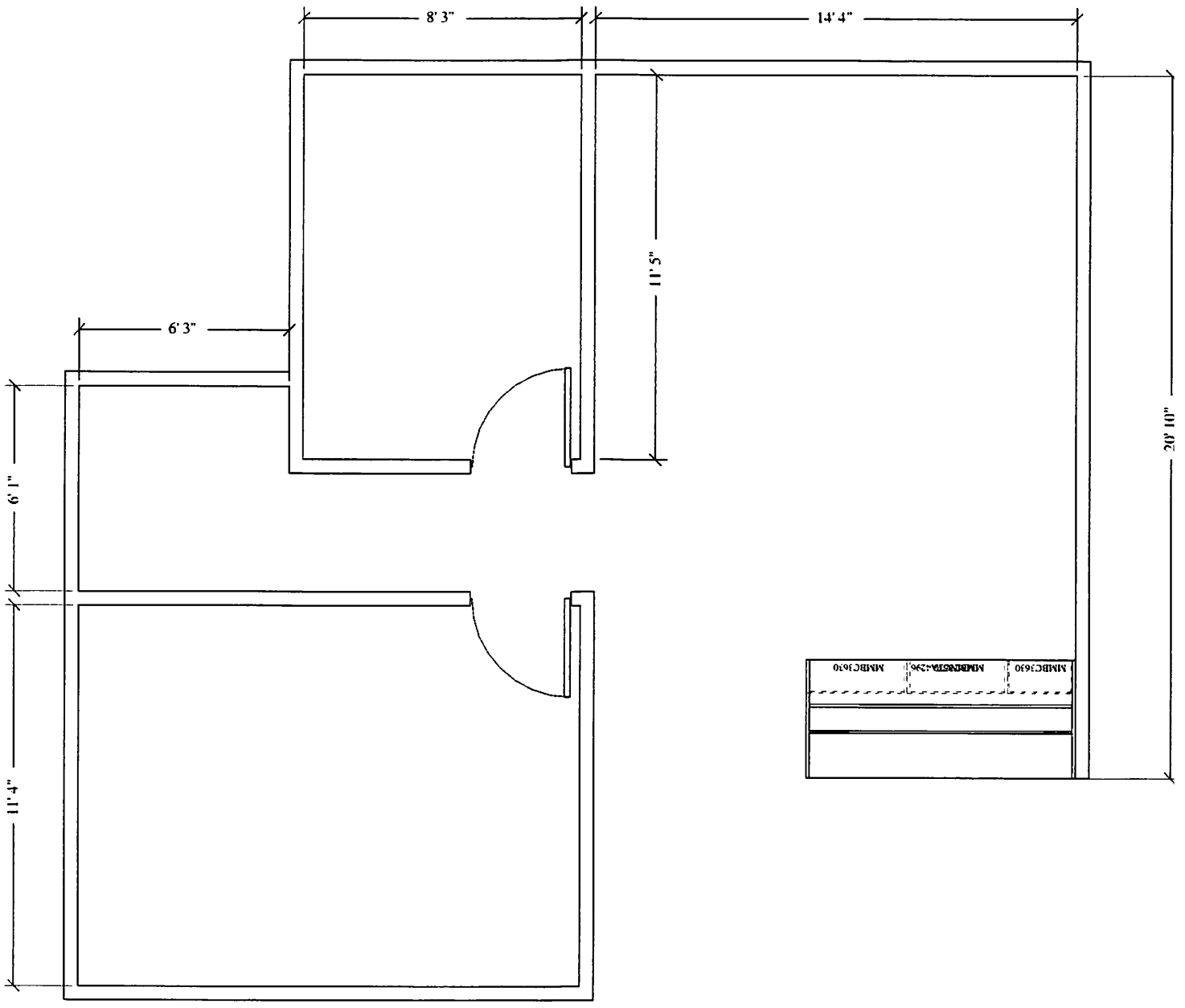
Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)



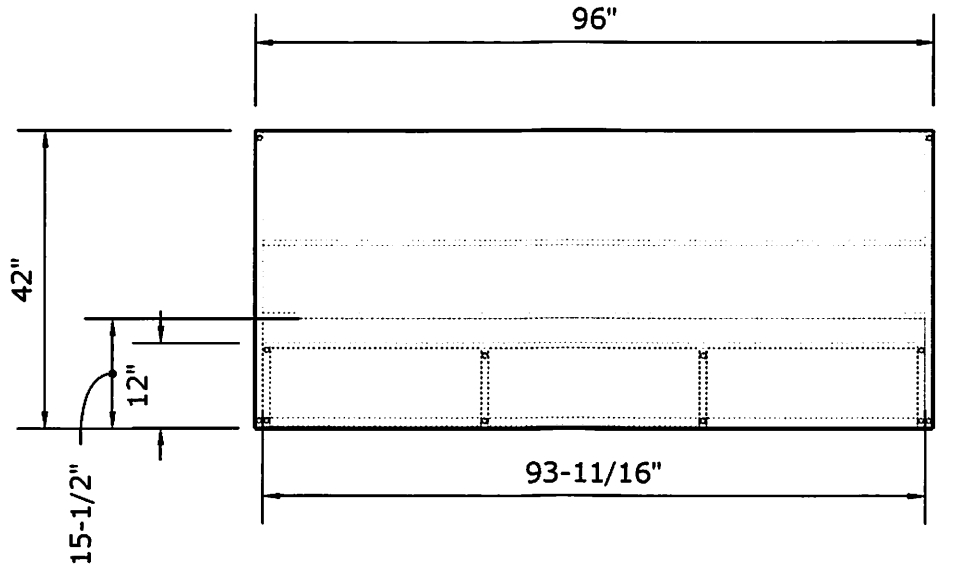
Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

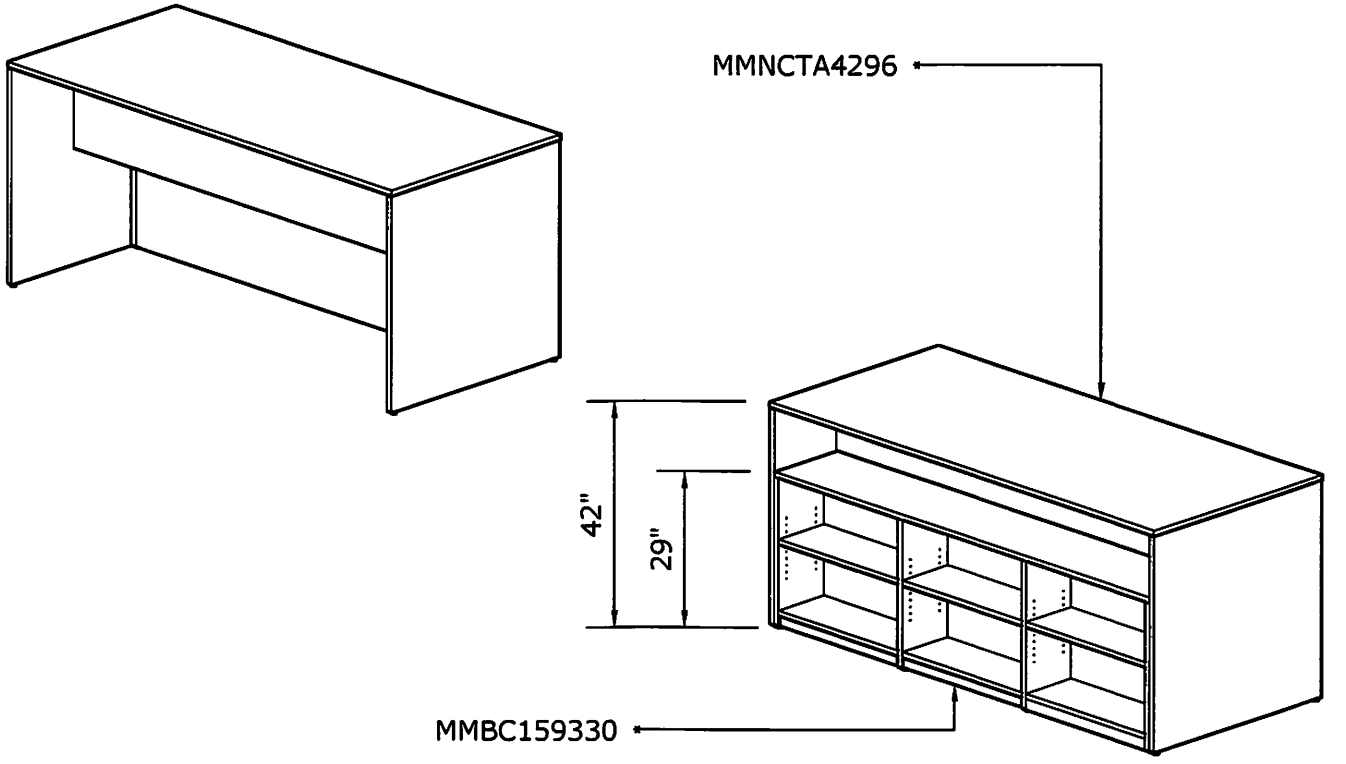

48TC
15X48T
65X48T
42/3-A
18x84
48TC
15X48T
65X48T
ST
80T
36/3-A
42TC
15X42T
65X42T
36/3-A
36TC
15X36T
65X36T
80W
IC
IC
IC
80E
42X80Door
42TC
48TC
15X48T
65X48T
IC
48TC
15X48T
65X48T
80W
11' 6"
11' 6"
SL
80L
24TC
15X24T
65X24T80E
48TC
15X48T
65X48T
IC
48TC
15X48T
65X48T
80W
9' 5"
4' 4"
7' 3"
35' 8"

Back Area



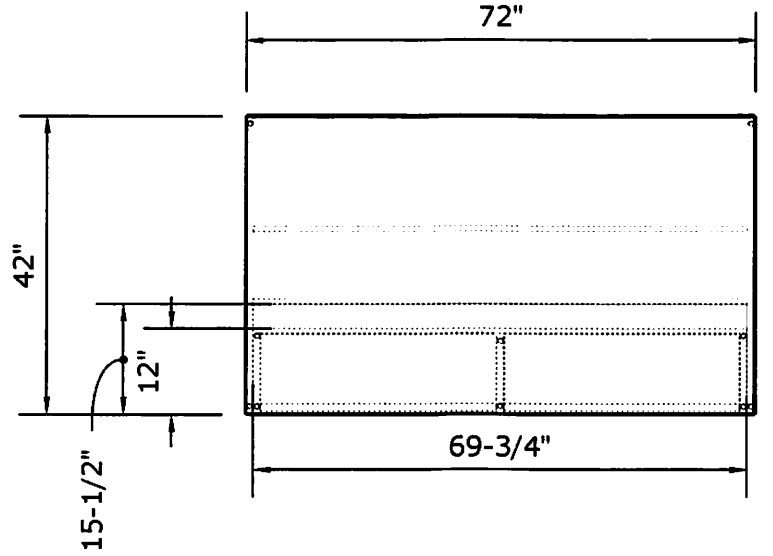
Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

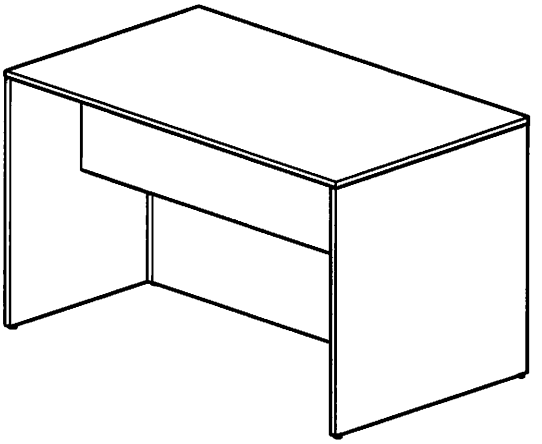


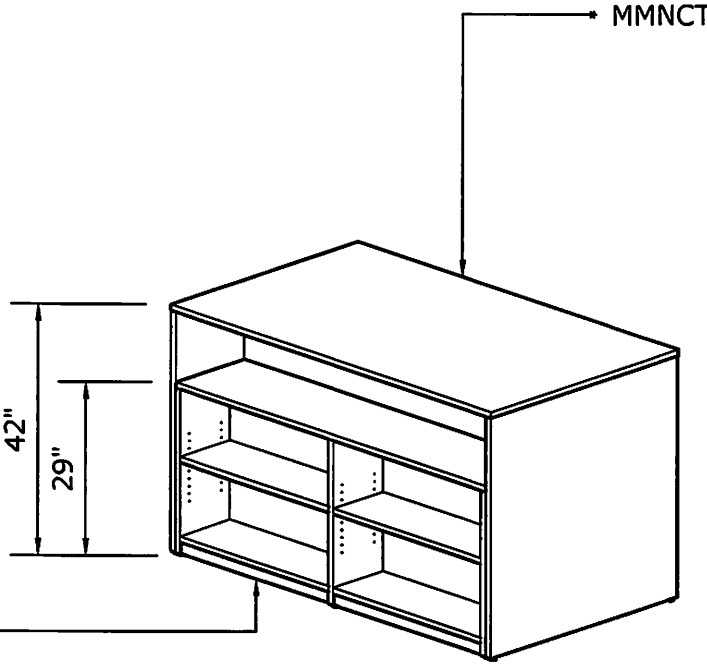


APPROVAL: DATE: 12/17/2020 SIGNATURE: Forrest Wells Sign off confirms that all drawings and specifications have been r

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)







APPROVAL: DATE: 12/17/2020 SIGNATURE: Forrest Wells Sign off confirms that all drawings and specifications have been

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

ESPLANADE OFFICE
1802 Esplanade Chico, CA 95926
(P) 530-891-4221 (F) 530-891-4228
www.esplanadeoffice.com

Statement of Experience

County of Colusa RFB Community Development

Esplanade Office, a California D34 licensed contract furniture dealer and installer, has been providing high quality office furniture and services to the North State since 1982. When customers choose to partner with Esplanade Office, they align themselves with some of the most talented, caring and passionate people in the contract furniture industry. Our services include project management, office interior design, ergonomic furniture, panel systems, seating and all facets of contract office furniture. Esplanade Office is comprised of knowlegdeable sales people, detail oriented project managers, effective and experienced installers and an innovative Allied ASID interior designer. Our goal at Esplanade Office is not just the sale, but to demonstrate our capabilities, exceed expectations and earn your trust. Below is a list of contacts available throughout the entire furniture project, from the initial proposal through installation and service/support after the project is complete.

Jeremy Buri-Sales/Dedicated Account Manager
jeremy@esplanadeoffice.com
916-425-3247

Zanna Fuller-Allied ASID Designer/Project Manager
zanna@esplanadeoffice.com
530-891-4221

Forrest Wells-General Manager/Project Manager
forrest@esplanadeoffice.com
530-518-8551

Dann Moser-Owner
dann@esplanadeoffice.com
530-891-4221

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

ESPLANADE OFFICE
1802 Esplanade Chico, CA 95926
(P) 530-891-4221 (F) 530-891-4228

Deliverables/Assumptions/Responsibilities

County of Colusa Community Development Department

Esplanade Office:

1. Will verify all dimensions and site conditions.
2. Will cordinate the installation with County representitive or project manager.
3. Will deliver and install all furniture listed on the price proposal.
4. Will ensure all desks, panels and storage units are level and in the correct orientation.
5. Will conform to all OSHA, California State and County Regulations.
6. Will wipe down furniture and vacuum work area after assembly and installation.
7. Will after installation is complete, be available to instruct end users on proper use of all new product.
8. Will prepare a project schedule of work days and times, and submit it to the County for approval one week before commencing on-site work.
9. Will designate a single on-site supervisor for the duration of the project.
10. Will be responsible for the removal and proper disposal of all demolition, construction and packaging debris generated by Esplanade Office during the installation of this project.
11. Will keep work site clean, orderly and a safe environment throughout the project.

County of Colusa:

1. Will provide access to the facility.
2. Will provide a designated County representative or project manager.
3. Will be responsible for connecting power to the panels.
4. Will remove all old furniture and provide a clear area for the new furniture to be installed.
5. Will process the invoivce within 120 days of project being completed.

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

The Maverick Warranty | **Decade Long**

Maverick warrants to the original retail purchaser that Maverick products will be free from defects in material and workmanship under normal single shift usage for Ten (10) years from the original date of purchase. 2-year warranty on wood edge finishes. Maverick will not warranty delamination from sun exposure.

This warranty is not applicable to end-user customers who use Maverick products for rental purposes and is void for any damage due to misuse, abuse, neglect, accident, improper installation, failure to comply with instructions furnished by Maverick or any repair or alteration performed by anyone other than Maverick or an authorized Maverick dealer. Damage caused by common carrier during shipment is not included in this warranty.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY MAVERICK. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

During this warranty period, if any Maverick product sold subject to this warranty proves to be defective in material and workmanship under normal use, the purchaser must contact an authorized Maverick dealer in writing who will arrange for inspection of such Maverick product by an authorized Maverick representative. The Maverick representative after inspection may cause to have issued a return authorization for such Maverick product. No Maverick product will be accepted for return unless prior authorization is obtained from Maverick. Maverick shall, at its option either (1) repair such product free of charge or (2) replace such Maverick product free of charge. Maverick will pay all shipping charges associated with the authorized return, repair and/or replacement of a defective Maverick product.

THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. IN NO EVENT SHALL MAVERICK BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OF REPUDIATION OF ANY OTHER TERM OR CONDITION OF SALE FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE.

WHAT COSTS DOES THIS WARRANTY NOT COVER?: All claims must be validated by a Maverick representative. If your claim occurs during the first two (2) warranty years, we will incur both the cost of shipping the warranted product or part back to us as well as the cost of our shipment of any repaired or replaced product or part back to you. If your claim occurs after the first two warranty years, shipping of products or parts related to your covered warranty claim will be at your expense in both directions. In either case, you remain responsible for returning your authorized return to Maverick. This warranty does no provide coverage for, or the cost associated, with the transportation, inspection removal or installation of any product or parts except as provided above. The responsibility for the installation of any product or part replaced under this warranty and any related installation costs are yours regardless of whether there is any cost to you for the repaired or replaced product or part.

© 2020 Maverickdesk | All Rights Reserved.

We use cookies and similar technologies to enable services and functionality on our site and to understand your interaction with our service. By clicking on accept, you agree to our use of such technologies for marketing and analytics. See Privacy Policy

Cookie Settings Accept

Maxon Warranty:

Why the Maxon Limited Lifetime Warranty?

Maxon Furniture Inc. is dedicated to providing products and services that make doing business with us easy. We also strive to put our customers in a position to win with the performance products we produce, most of which are manufactured right here in the United States of America. We use manufacturing materials, recycling habits, lean processes and indoor air quality methodologies that reaffirm our say-do commitment to your environment. We a proud to say many of Maxon's product lines (Emerge, Prefix, Smartspace, DeXTR, MeTL, Prepare and Include) are SCS Indoor Advantage Gold certified as well as Level certified by BIFMA's Sustainability Program. Best of all, Maxon Furniture Inc. fully stands behind our products and have a vested interest in your success.

The Maxon Limited Lifetime

Warranty is our assurance to you that the Maxon Furniture Inc. panel systems, frame and tile systems, worksurfaces, benching, desks, seating, tables, and storage you purchase will be free from defective material or workmanship for as long as you, the original purchaser, own it. In the unlikely occurrence any Maxon Furniture Inc. product covered by the Maxon Limited Lifetime Warranty shall fail, we will repair or replace any Maxon product or component that fails under normal commercial office use, free of charge.

This warranty contains your sole and exclusive remedy for any warranty claim and is subject to the limitations, exclusions and other provisions set forth below.

What is covered by the Maxon Limited Lifetime Warranty?

All Maxon Furniture Inc. product lines, materials, and components are covered by the Maxon Limited Lifetime Warranty except for the items described below. The specific

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

product lines listed below are covered under Maxon's 12-Year Limited Warranty and 5-Year Limited Warranties from the date of purchase.

Maxon 12-Year Limited Warranty

·· Electrical components (lamps and ballasts are not covered).

·· Adept seating controls.

·· Accessories.

·· Laminate surfaces.

Maxon 7-Year Limited Warranty

·· Prepare Height-Adjustable C-Leg Bases.

Maxon 5-Year Limited Warranty

·· MXMO seating.

·· Panel and seating textiles.

·· Prepare Height-Adjustable T-Leg Bases.

·· Smartspace Height-Adjustable Bases.

What is Not Covered?

This warranty does not apply to:

·· Normal wear-and-tear, which is to be expected over the course of ownership.

·· Damage caused by carrier in-transit, which will be handled under separate terms.

·· Modifications or attachments to the product that are not approved by Maxon Furniture Inc.

·· Products not installed, used or maintained in accordance with product instructions and warnings.

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

·· Products used for personal or household use or for rental purposes.

·· Customer's Own Material (COM) selected by and used at the request of the owner.

Seating Usage

Normal commercial office usage for seating is defined as the equivalent of a single shift, 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

To Obtain Service Under This Warranty

Your Maxon Dealer is our partner in supporting your warranty requests.

Follow the procedures outlined below for the best level of service:

Contact your Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm you are the original purchaser of the product and to provide the serial numbers (s) from the product in question.

Your Dealer will gather all pertinent information regarding the claim, inspect the product and contact Maxon Furniture Inc. Customer Support representative. (Please allow a reasonable amount of time for inspection and review.)

If Maxon Furniture Inc. affirms that the product in question is eligible under the conditions of the warranty as stated above, the Customer Support representative or other representative of Maxon Furniture Inc. will determine whether to provide replacement parts, authorize repairs, or replace the product.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

© 2020 All rights reserved. Maxon is an HNI company

Attachment: Esplanade Office Bid (6310 : Purchase and Installation of Office Workstations)

BID WORKSHEET
Community Development Department

NAME WORKSPACE INTERIORS by OFFICE DEPOT

ADDRESS 4720 NORTHGATE BLVD

CITY SACRAMENTO STATE CA ZIP CODE 95834 PHONE 916 342-5415

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	ALL MODULAR COMPONENTS (PAGES 8 – 16)* An itemized list of the components with pricing should be attached	$ 19,088.43
2	OTHER (PLEASE SPECIFY)	$
3		$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 1,723.21
	SHIPPING/DELIVERY	$
	INSTALLATION LABOR	$ 4,680.00
	GRAND TOTAL	$ 25,491.64

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

VENDOR

Lisa Crapo
Signature

LISA CRAPO
Name (Printed or Typed)

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

This bid is made this 18 day of DEC, 2021.

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship. HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All *basyx* by HON® products (these products are covered under a separate *basyx* by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended
1. FRONT AREA					
1	3	**H18723A** Flagship Series Pedestal "A" Pull Mobile B/B/F 23D		$255.50	$766.50
		Lock/Omt Opts .L Standard Random Key Lock Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
2	3	**H19823A** Flagship Series Pedestal "A" Pull Freestanding F/F		$249.20	$747.60
		Lock/Omt Opts .L Standard Random Key Lock Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
3	1	**H919466** 66Wx18D Square Edge Laminate Top For Lateral File		$343.64	$343.64
		Select Laminate $(L1STD) Grd L1 Standard Laminates Select Laminate Color .N Mahogany			
4	3	**HCTL242** 24D Cantilever One Pair		$29.40	$88.20
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
5	7	**HEC65PL** L Connector 65H Disc 12/31/20		$54.25	$379.75
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
6	1	**HEC65PT** T Connector 65H Disc 12/31/20		$54.25	$54.25
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
7	1	**HEC80PL** L Connector 80H Disc 12/31/20		$59.50	$59.50
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product			Sell Price:	Unit	Extended
8	1	**HEC80PT** T Connector 80H Disc 12/31/20				$59.50	$59.50
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
9	2	**HECVH22P** Variable Height Connector Kit 22.5H				$22.75	$45.50
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
10	3	**HEWS80P** Wall Starter Kit for Panels 80H				$41.30	$123.90
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
11	2	**HEFEC80P** Panel Finished End Covers 80H				$24.50	$49.00
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
12	3	**HEFEC65P** Panel Finished End Covers 65H				$22.05	$66.15
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
13	1	**HEPDMK42P** Swinging Pnl Dr 42W x 80H W/O Top Cap				$661.50	$661.50
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates			
		Laminate Selection	.N	LAM: Mahogany			
14	1	**HES1536F** Fabric Stacker 15H x 36W				$89.25	$89.25
		Fabric Selection	$(A)	Gr A Fabric			
		Gr A Fab	.LC	FABRIC: Lucy			
		Select Lucy Fabric Color	22	COLOR: Dusk			
15	1	**HES1524F**				$77.00	$77.00

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT
4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended
		Fabric Stacker 15H x 24W			
		Fabric Selection $(A) Gr A Fabric			
		Gr A Fab .LC FABRIC: Lucy			
		Select Lucy Fabric Color 22 COLOR: Dusk			
16	1	**HES1542F**		$96.25	$96.25
		Fabric Stacker 15H x 42W			
		Fabric Selection $(A) Gr A Fabric			
		Gr A Fab .LC FABRIC: Lucy			
		Select Lucy Fabric Color 22 COLOR: Dusk			
17	2	**HES1548F**		$102.20	$204.40
		Fabric Stacker 15H x 48W			
		Fabric Selection $(A) Gr A Fabric			
		Gr A Fab .LC FABRIC: Lucy			
		Select Lucy Fabric Color 22 COLOR: Dusk			
18	4	**HES1560F**		$115.15	$460.60
		Fabric Stacker 15H x 60W			
		Fabric Selection $(A) Gr A Fabric			
		Gr A Fab .LC FABRIC: Lucy			
		Select Lucy Fabric Color 22 COLOR: Dusk			
19	10	**HETC24**		$12.60	$126.00
		Panel Top Cap 24"W			
		Select Paint Color $(P1) P1 Paint Opts			
		Select Grade 1 Paint .T5 Greige			
20	1	**HETC36**		$19.60	$19.60
		Panel Top Cap 36"W			
		Select Paint Color $(P1) P1 Paint Opts			
		Select Grade 1 Paint .T5 Greige			
21	2	**HETC42**		$20.65	$41.30
		Panel Top Cap 42"W			
		Select Paint Color $(P1) P1 Paint Opts			
		Select Grade 1 Paint .T5 Greige			
22	12	**HETC48**		$23.10	$277.20

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT
4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product			Sell Price:	Unit	Extended
		Panel Top Cap 48"W					
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
23	4	**HETC60**				$28.35	$113.40
		Panel Top Cap 60"W					
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
24	4	**HETP4224FP**				$106.05	$424.20
		Tackable Panel w/o TC 42.5H x 24W					
		Fabric Selection	$(A)	Gr A Fabric			
		Gr A Fab	.LC	FABRIC: Lucy			
		Select Lucy Fabric Color	22	COLOR: Dusk			
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
25	1	**HETP4248FP**				$133.70	$133.70
		Tackable Panel w/o TC42.5H x 48W					
		Fabric Selection	$(A)	Gr A Fabric			
		Gr A Fab	.LC	FABRIC: Lucy			
		Select Lucy Fabric Color	22	COLOR: Dusk			
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
26	6	**HETP6524FP**				$128.10	$768.60
		Tackable Panel w/o TC 65H x 24W					
		Fabric Selection	$(A)	Gr A Fabric			
		Gr A Fab	.LC	FABRIC: Lucy			
		Select Lucy Fabric Color	22	COLOR: Dusk			
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
27	1	**HETP6536FP**				$144.90	$144.90
		Tackable Panel w/o TC 65H x 36W					
		Fabric Selection	$(A)	Gr A Fabric			
		Gr A Fab	.LC	FABRIC: Lucy			
		Select Lucy Fabric Color	22	COLOR: Dusk			

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT
4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product				Sell Price:	Unit	Extended
		Select Paint Color	$(P1)	P1 Paint Opts				
		Select Grade 1 Paint	.T5	Greige				
28	1	**HETP6542FP** Tackable Panel w/o TC 65H x 42W					$157.85	$157.85
		Fabric Selection	$(A)	Gr A Fabric				
		Gr A Fab	.LC	FABRIC: Lucy				
		Select Lucy Fabric Color	22	COLOR: Dusk				
		Select Paint Color	$(P1)	P1 Paint Opts				
		Select Grade 1 Paint	.T5	Greige				
29	10	**HETP6548FP** Tackable Panel w/o TC 65H x 48W					$164.50	$1,645.00
		Fabric Selection	$(A)	Gr A Fabric				
		Gr A Fab	.LC	FABRIC: Lucy				
		Select Lucy Fabric Color	22	COLOR: Dusk				
		Select Paint Color	$(P1)	P1 Paint Opts				
		Select Grade 1 Paint	.T5	Greige				
30	4	**HETP6560FP** Tackable Panel w/o TC 65H x 60W					$175.00	$700.00
		Fabric Selection	$(A)	Gr A Fabric				
		Gr A Fab	.LC	FABRIC: Lucy				
		Select Lucy Fabric Color	22	COLOR: Dusk				
		Select Paint Color	$(P1)	P1 Paint Opts				
		Select Grade 1 Paint	.T5	Greige				
31	3	**HH870942** Tasklight 42W					$87.50	$262.50
32	6	**HH871248** Electrical Power Harness 48W 3-1 & 2-2 Systems					$74.90	$449.40
33	2	**HH871260** Electrical Power Harness 60W 3-1 & 2-2 Systems					$74.90	$149.80
34	5	**HH871501** Duplex Receptacle Circuit 1 3-1 & 2-2 Systems					$15.05	$75.25
		Select Duplex Color	.T3	PAINT: Muslin				

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product			Sell Price:	Unit	Extended
35	5	**HH871502** Duplex Receptacle Circuit 2 3-1 & 2-2 Systems				$15.05	$75.25
		Select Duplex Color	.T3	PAINT: Muslin			
36	5	**HH871503** Duplex Receptacle Circuit 3 3-1 System Only				$15.05	$75.25
		Select Duplex Color	.T3	PAINT: Muslin			
37	5	**HH871504** Duplex Receptacle Circuit 4 3-1 & 2-2 Systems				$15.05	$75.25
		Select Duplex Color	.T3	PAINT: Muslin			
38	3	**HH879072** Base In-Feed Cable Base 3-1 & 2-2 Systems				$79.45	$238.35
39	1	**HN899910** Door Handle - Lever w/lock set				$113.40	$113.40
		Select Finish Option	.X	Color: Silver			
40	1	**HNL123028BKE** 12Wx30Dx28-1/2H Bookcase End Support				$228.15	$228.15
		Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates			
		Select Chassis Color	.N	LAM: Mahogany			
41	1	**HNL123628BKE** 12Wx36Dx28-1/2H Bookcase End Support				$240.30	$240.30
		Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates			
		Select Chassis Color	.N	LAM: Mahogany			
42	3	**HRVOH48FM** Abound Overhead-Metal Flipper Door 48"				$221.20	$663.60
		Select Paint Color	$(P1)	P1 Paint Opts			
		Select Grade 1 Paint	.T5	Greige			
		Select Lock Option	.L	Lock: Lock			
43	17	**HSCKTPS** Straight Connector Kit				$6.65	$113.05
		Select Paint Color	.X	No Option			

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended
44	1	**HTLC4272HCTFPL** Pres 42x72 Stdng Gang CollabTbl w/Full Mod-FullLeg LH		$697.05	$697.05
		Select Grommet .N No Grommets Laminate Top Selection $(L1STD) Gr L1 Standard Laminates Select Laminate .N LAM: Mahogany Laminate Chassis Selection $(L1STD) Gr L1 Standard Laminates Laminate Selection .N LAM: Mahogany Laminate Modesty Selection $(L1STD) Gr L1 Standard Laminates Laminate Selection .N LAM: Mahogany Select Edge Color .N Mahogany			
45	3	**HWC4824P** Systems Corner Worksurface 48Wx24D Edgeband Curved		$225.40	$676.20
		Select Laminate $(L1STD) Grd L1 Standard Laminates Laminate Selection .N LAM: Mahogany Select Edgeband Color .N EDGE: Mahogany Select Grommet Color .T5 Grommet: Greige			
46	3	**HWR2448P** Systems Rectangular Worksurface Edgeband 24D x 48W		$141.40	$424.20
		Select Laminate $(L1STD) Grd L1 Standard Laminates Laminate Selection .N LAM: Mahogany Select Edgeband Color .N EDGE: Mahogany Select Grommet Color .T5 Grommet: Greige			
47	6	**HWSB2** Worksurface Bracket Kit		$16.10	$96.60
		Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
LATERAL FILES					
48	2	**H9183A** Flagship 36W 3-Drw "A" Pull Lateral 36W 39-1/8H 18D		$621.72	$1,243.44
		Lock/Omt Opts .L Standard Random Key Lock Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .T5 Greige			
49	2	**H9193A**		$718.96	$1,437.92

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors by Office DEPOT
4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product			Sell Price:	Unit	Extended
		Flagship 42W 3-Drw "A" Pull Lateral 42W 39-1/8H 18D					
			Lock/Omt Opts	.L	Standard Random Key Lock		
			Select Paint Color	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.T5	Greige		
50	2	**H919442**				$238.04	$476.08
		42Wx18D Square Edge Laminate Top For Lateral File					
			Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
			Select Laminate Color	.N	Mahogany		
51	1	**H919472**				$352.88	$352.88
		72Wx18D Square Edge Laminate Top For Lateral File					
			Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
			Select Laminate Color	.N	Mahogany		
					Subtotal		**$17,088.16**
2. BACK AREA							
52	1	**H919430**				$173.80	$173.80
		30Wx18D Square Edge Laminate Top For Lateral File					
			Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
			Select Laminate Color	.N	Mahogany		
53	1	**H919460**				$300.52	$300.52
		60Wx18D Square Edge Laminate Top For Lateral File					
			Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
			Select Laminate Color	.N	Mahogany		
54	1	**HNL122428BKE**				$216.45	$216.45
		12Wx24Dx28-1/2H Bookcase End Support					
			Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates		
			Select Chassis Color	.N	LAM: Mahogany		
55	1	**HNL123028BKE**				$228.15	$228.15
		12Wx30Dx28-1/2H Bookcase End Support					
			Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates		
			Select Chassis Color	.N	LAM: Mahogany		
56	1	**HNL123628BKE**				$240.30	$240.30

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product			Sell Price:	Unit	Extended
		12Wx36Dx28-1/2H Bookcase End Support					
		Select Chassis Color	$(L1STD)	Grd L1 Standard Laminates			
		Select Chassis Color	.N	LAM: Mahogany			
57	1	**HTLC4296HCTP**				$841.05	$841.05
		Presd 42Wx96L Cafe HT non-pwrd Collb Tbl w/prtl mod					
		Select Grommet	.N	No Grommets			
		Select Top Laminate	$(L1STD)	Grd L1 Standard Laminates			
		Select Top Laminate	.N	LAM: Mahogany			
		Select Base Laminate	$(L1STD)	Grd L1 Standard Laminates			
		Select Base Laminate	.N	LAM: Mahogany			
		Select Modesty Laminate	$(L1STD)	Grd L1 Standard Laminates			
		Select Modesty Laminate	.N	LAM: Mahogany			
		Select Edge Color	.N	Mahogany			
					Subtotal		**$2,000.27**
XXX-MISC							
58	1	**FABRICATION**				$4,680.00	$4,680.00
		Receive, Deliver and Installation, Reg Hrs, M-F, PREVAILING WAGE					
				Quote 13417 Dated 11/24/2020			
					Subtotal		**$4,680.00**
						$1,723.21	$1,723.21
		Estimated Colusa Sales Tax 7.250%					
					Total:		**$25,491.64**

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended

Proposal Notes

Deposit Required: 12,746.00

Additional Information:

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended

TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

1. Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. Office Depot requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
12. Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
13. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
14. Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
15. No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
16. Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
17. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
18. Manufacturer warranties apply for parts only. Labor is not included.
19. It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
20. All items set forth in the quotation are non-returnable.
21. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
22. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
23. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Customer PO#: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

WORKSPACE Interiors
by Office DEPOT

4720 Northgate Blvd
Sacramento Ca 95834

Lisa Crapo
Solutions Development Manager
916 569-5125 ph
lisa.crapo@WorkspaceInteriorsOD.com

COLUSA COUNTY
ACCOUNT: 89851923
220 12TH STREET
COLUSA CA

Proposal

Date: 12/18/2020
Reference #: 520652

OMNIA REGION 4 CONTRACT R191812

Item	Qty	Product	Sell Price:	Unit	Extended

Special Instructions:

Proposal valid for 30 days

Financing options available, ask our team about our **Furniture Leasing Program.**

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

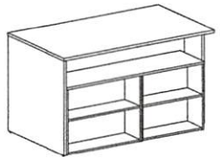
This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

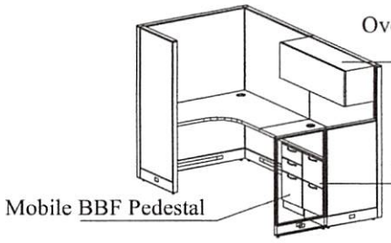
Estimated leadtime is subject to the manufactures production / shipping schedule.

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)

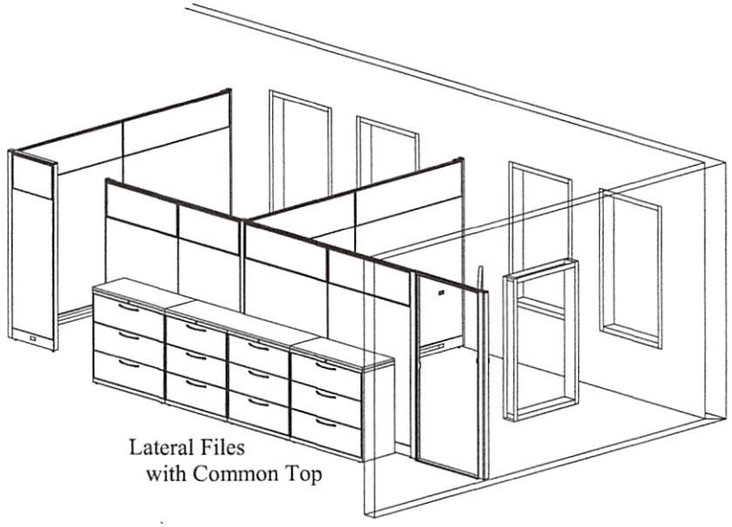
Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)



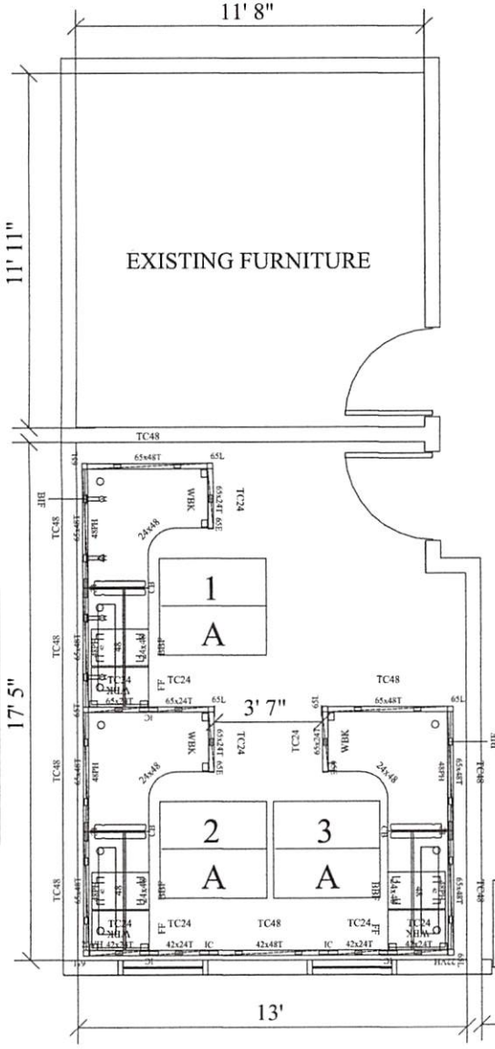
CUSTOMER COUNTER

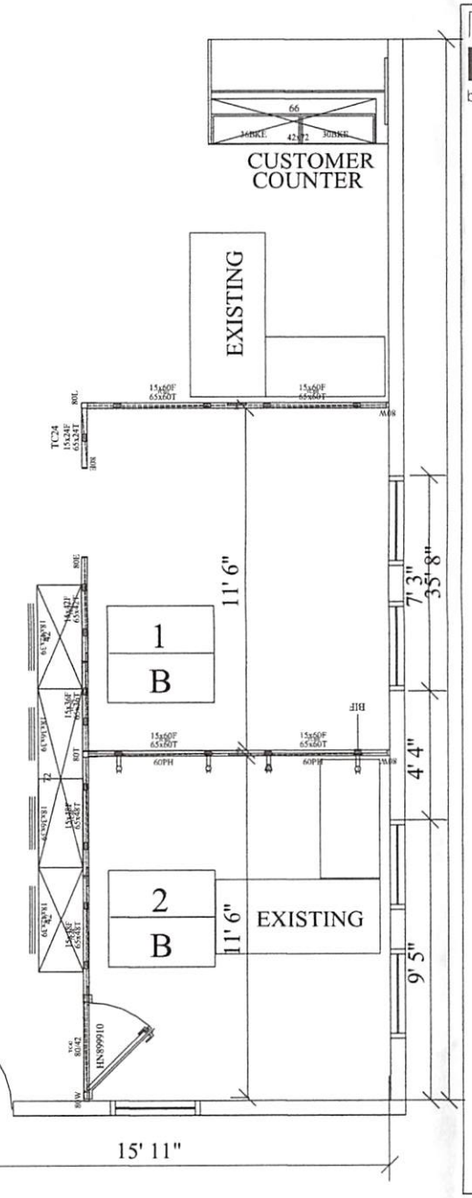


A AREA STATIONS TYPICAL



B AREA PANELS





WORKSPACE Interiors by Office DEPOT

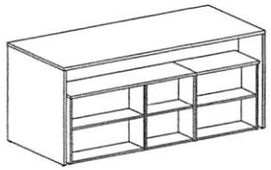
COLUSA COUNTY

220 12th ST
COLUSA, CA

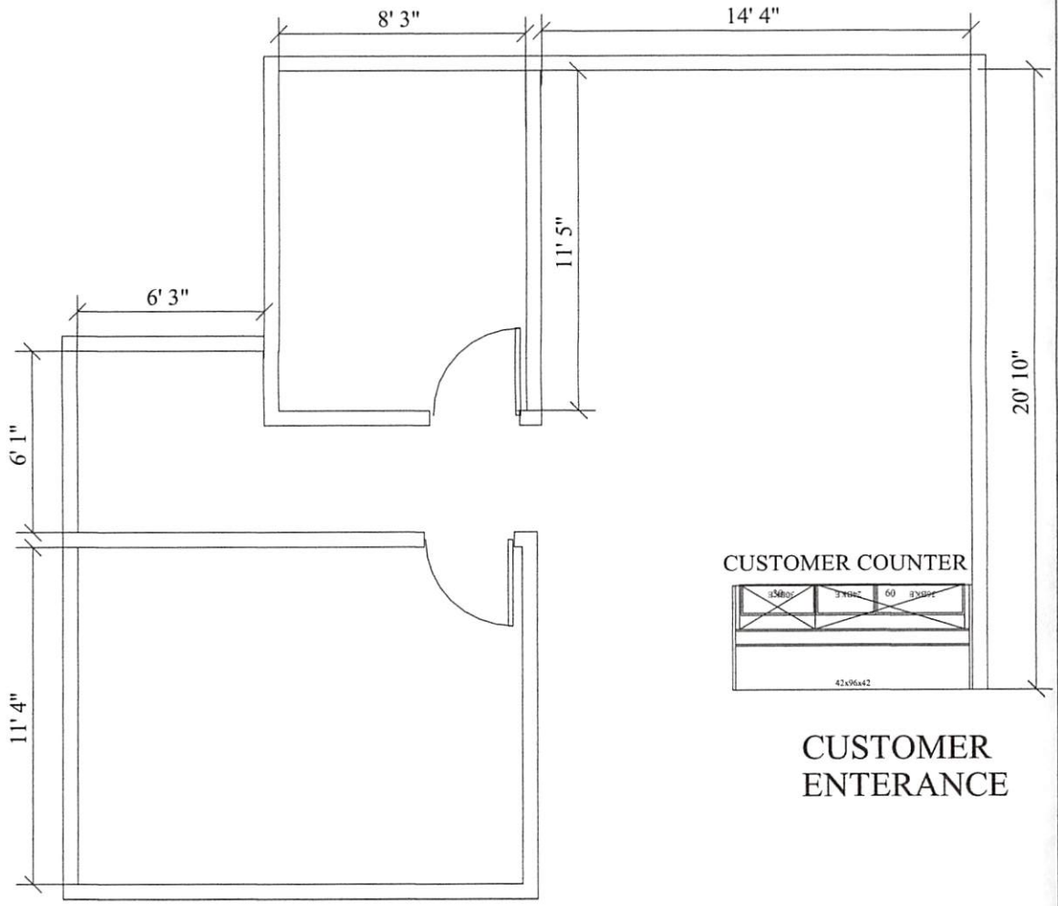
COMMUNITY DEVELOPMENT DEPARTMENT

SCALE: 1/4" = 1'-0"
11.10.2020
11.18.2020 REV

Attachment: Workspace Interiors by Office Depot Bid (6310 : Purchase and Installation of Office Workstations)



CUSTOMER COUNTER



WORKSPACE Interiors by Office DEPOT

COLUSA COUNTY

220 12th ST
COLUSA, CA

COMMUNITY
DEVELOPMENT
DEPARTMENT

SCALE: 1/4" = 1'-0"
11.10.2020
11.18.2020 REV
11.23.2020 REV

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

Purchase Order No.
207602022021

PURCHASE ORDER

VENDOR	Seats and Stations
NAME	Teresa Passantino
ADDRESS	1430 Blud Oaks Blvd., Ste. #150
	Roseville, CA 95747
PHONE	916.786.8005 FAX

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

DELIVERY ADDRESS	
NAME	**Colusa County CDD**
Contact	**Greg Plucker**
Address	**220 12th St., Colusa, CA 95932**
PHONE	**530.458.0480 FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
2/2/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			Office Workstations-See attached quote		14,885.19

BASED ON ATTACHED QUOTE #SAS202726A

SUBTOTAL	14,885.19
CA Sales Tax 7.25%	1,338.27
Shipping/Handling	0.00
Labor	3,573.75
TOTAL	19,797.21

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

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

Authorized by Date

Attachment: PO No 207602022021 Seats and Station [Revision 1] (6310 : Purchase and Installation of Office Workstations)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Award Contract to NorCal Floor Covering, Inc. dba Colusa Floor Covering**

Award contract to **NorCal Floor Covering, Inc. dba Colusa Floor Covering** to replace floor covering at Colusa Independence Housing located at 713 D Street, Colusa, CA.

Detailed Description/Background of request

On December 15, 2020, the Board adopted plans, specifications and working details to replace the floor covering in five units located at Colusa Independence Housing, 713 D Street in Colusa.

On January 8, 2021, Purchasing and Procurement received the following three responsive bids:

Paine Construction	$60,000.00
OK Construction	$54,700.00
Colusa Floor Covering	$46,373.00

After reviewing the bids, Purchasing recommends awarding the contract to NorCal Floor Covering, Inc. dba Colusa Floor Covering in the amount of $46,373.00.

Prior Board Action

Adopted plans, Specs & Working details RFB - December 15, 2020

Fiscal Impact/Funding Source

Budgeted (02862-002862-53180) Not to exceed $46,373.

Action for the Clerk

Please obtain signatures and send to:
Colusa Floor Covering
Attn: Valente Bailey
711 Market St.
Colusa, CA 95932

ATTACHMENTS:

- Colusa Independence Flooring Contract (DOCX)

- Colusa Floor Covering Bid (PDF)
- Paine Construction Bid (PDF)
- O.K. Construction Bid (PDF)
- RFB Flooring Final-RFB, Floor Plan & Contract (PDF)

C____-_____

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

Colusa Independence Flooring Covering Contract

This Floor Covering contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and NorCal Floor Covering, Inc. dba Colusa Floor Covering ("Contractor"), a California corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with floor covering removal, disposal and installation of vinyl plank flooring for five units located at 713 D Street, Colusa, CA**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on February 2, 2021, and shall continue until all requested services are completed, no later than March 31, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $46,373.00, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the completion of the project, Contractor shall provide County with a lump sum 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.

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

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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 A:VII:

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

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

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

   D. 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: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

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

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

15. **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.

16. **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.

17. **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

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

section.

If to County:	County of Colusa Health & Human Services Department Attn: Elizabeth Kelly 2510E. Webster St. Colusa, CA 95932
If to Contractor:	Colusa Floor Covering Attn: Valente Bailey 711 Market St. Colusa, CA 95932

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

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

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

    A. Attachment "A" – Colusa Floor Covering Bid
    B. Attachment "B" - RFB

COUNTY OF COLUSA	**NORCAL FLOOR COVERING, INC. dba COLUSA FLOOR COVERING**
_____Date:_____	_____Date:_____
Gary J. Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Marcos A. Kropf, County Counsel	Patricia Rodriguez, Deputy

Attachment: Colusa Independence Flooring Contract [Revision 1] (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

BID WORKSHEET
Colusa Independence Housing Flooring
713 D Street, Colusa, CA 95932

NAME NORCAL FLOOR COVERING dba COLUSA FLOOR COVERING

ADDRESS 711 MARKET ST

CITY COLUSA STATE CA ZIP CODE 95932 PHONE 530-458-3710

DIR #: 1000003771 Contractor License # 364608

ITEM	PRODUCT	PRICE
1	**Labor: Removal and disposal of existing flooring (5 Units)**	$ 10842
2	**Materials: Shaw All American Vinyl Plank (572 Heritage) or equivalent, Adhesive, Shoe molding, Paint, etc.**	$ 7720
3	**Labor: Installation of flooring and molding**	$ 27251
4	**Other (Specify)**	$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 560
	SUBTOTAL	$ 46373
	GRAND TOTAL	$ 46373

VENDOR

Valente Bailey
Signature

VALENTE BAILEY
Name (Printed or Typed)

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

LICENSE NUMBER 364608 DATE OF EXPIRATION 5/31/22

CLASSIFICATION OF LICENSE C15 DIR NUMBER 1000003771

This bid is made this 8 day of JANUARY, 2021. Estimated time to complete project 3 - 4 WKS

Attachment: Colusa Floor Covering Bid (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

BID WORKSHEET
Colusa Independence Housing Flooring
713 D Street, Colusa, CA 95932

NAME Paine Construction Inc

ADDRESS 7212 8th St

CITY Rio Linda STATE CA ZIP CODE 95673 PHONE 916-889-3840

DIR #: PW-LR-1000434239 Contractor License # 333880

ITEM	PRODUCT	PRICE
1	**Labor: Removal and disposal of existing flooring (5 Units)**	$ 5,000
2	**Materials: Shaw All American Vinyl Plank (572 Heritage) or equivalent, Adhesive, Shoe molding, Paint, etc.**	$ 20,000
3	**Labor: Installation of flooring and molding**	$ 35,000
4	**Other (Specify)**	$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	GRAND TOTAL	$ 60,000

VENDOR

Signature

Paine Construction Inc
Name (Printed or Typed)

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

LICENSE NUMBER 333880 DATE OF EXPIRATION 07/31/2022

CLASSIFICATION OF LICENSE B, C-33 DIR NUMBER PW-LR-1000434239

This bid is made this 8 day of January, 2021. Estimated time to complete project 30 ~~45~~ Days

Attachment: Paine Construction Bid (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

BID WORKSHEET
Colusa Independence Housing Flooring
713 D Street, Colusa, CA 95932

NAME O.K Construction

ADDRESS 5755 Old Antelope North Rd

CITY Antelope STATE CA ZIP CODE 95843 PHONE (916) 385-962

DIR #: 1000003269 Contractor License # 1036647

ITEM	PRODUCT	PRICE
1	**Labor: Removal and disposal of existing flooring (5 Units)**	$ 6,000
2	**Materials: Shaw All American Vinyl Plank (572 Heritage) or equivalent, Adhesive, Shoe molding, Paint, etc.**	$ 18,500
3	**Labor: Installation of flooring and molding**	$ 19,200
4	**Other (Specify)** Insurance, Dump Fees, Transportation cost Ect...	$ 10,000
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 1,000
	SUBTOTAL	$ 54,700
	GRAND TOTAL	$ 54,700

VENDOR

Signature

Oleg. Kouriznyk

Name (Printed or Typed)

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

LICENSE NUMBER 1036647 DATE OF EXPIRATION 03/31/2022

CLASSIFICATION OF LICENSE B DIR NUMBER 1000003269

This bid is made this 01 day of 08, 2021. Estimated time to complete project 40-50 Day

Attachment: O.K. Construction Bid (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
Colusa Independence Housing Flooring

COUNTY OF COLUSA

_____
Denise J. Carter, Board Chair

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

By_____
Melissa Kitts, Deputy

Due Date: January 8, 2021 @ 2:00 p.m.

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the removal and installation of flooring for five apartment units located at 713 D Street, Colusa, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

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

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

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

4. Description of Request: Construction of secure reception areas at the building located at 6th & Jay Streets in Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

A. Time: Three (3) copies of bid shall be submitted on or before **January 8, 2021** no later than 2:00 p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA, 95932.

C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
"Colusa Independence Housing Flooring"

D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

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

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

F. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. December 30, 2020:

https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

Any addenda issued shall be included in the bid proposal.

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

R. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bids not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932.

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked “Project Specifications”. These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked “Bid Worksheet”.

18. Point of Sale is Colusa, CA.

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

COLUSA INDEPENDENCE HOUSING FLOORING
PROJECT SPECIFICATIONS

The respondent is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

There are five (5) units located at 713 D Street, Colusa, CA that require updated flooring. Four (4) of the units are 900 sq. ft. and One (1) unit is 750 sq. ft. (Floor plan included)

- All existing flooring will be replaced
- All flooring (carpet, pad, tack strip and vinyl) will be removed and disposed of properly
- Flooring throughout all units will be replaced with Shaw All American Vinyl Plank – 572 Heritage Flooring (6” x 48” plank with 12 mil wear layer) or equivalent
- All vinyl plank flooring will be installed using adhesive glue
- Painted shoe molding will be installed along floorboards (paint to match color chosen for paint project)
- Supply all materials to complete project
- A safe and clean job site will be maintained at all times (possible tenants during project)

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	DIR #	Address	Description of Portion of Work Subcontracted

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

BID WORKSHEET
Colusa Independence Housing Flooring
713 D Street, Colusa, CA 95932

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	**Labor: Removal and disposal of existing flooring (5 Units)**	$
2	**Materials: Shaw All American Vinyl Plank (572 Heritage) or equivalent, Adhesive, Shoe molding, Paint, etc.**	$
3	**Labor: Installation of flooring and molding**	$
4	**Other (Specify)**	$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	GRAND TOTAL	$

VENDOR

_____ _____
Signature Name (Printed or Typed)

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

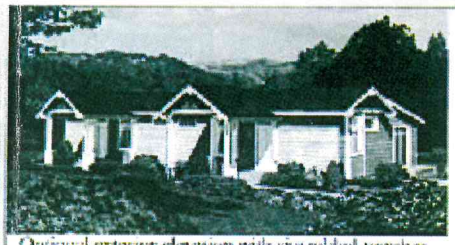
LICENSE NUMBER_____ DATE OF EXPIRATION_____

CLASSIFICATION OF LICENSE_____DIR NUMBER_____

This bid is made this _____day of_____, 2021. Estimated time to complete project_____

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

TYPICAL LAYOUT OF PRE-MANFACTUREED HOMES



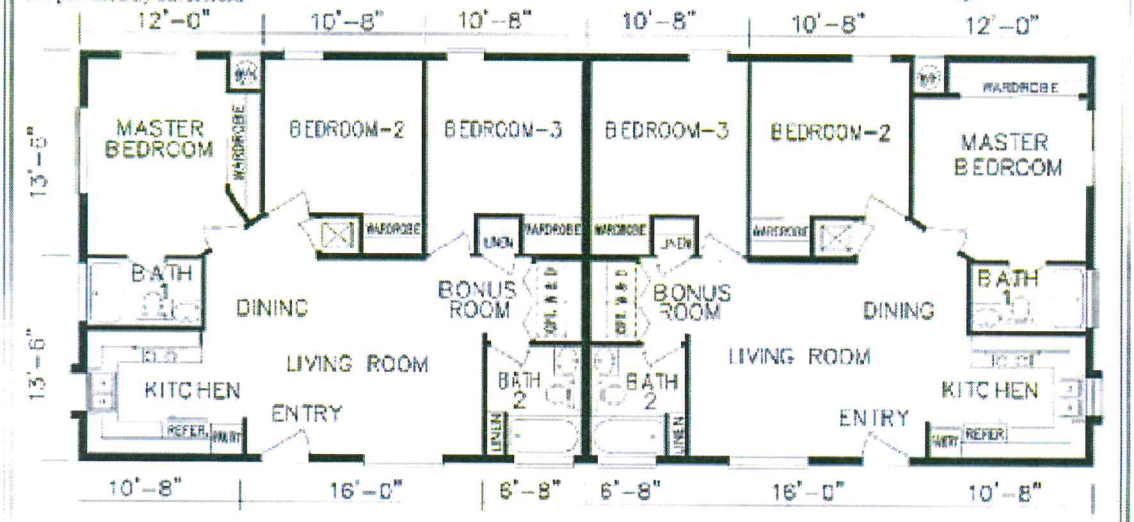
Optional exterior elevation with site added porches not provided by Silvercrest.

SILVERCREST®
WESTERN HOMES CORPORATION

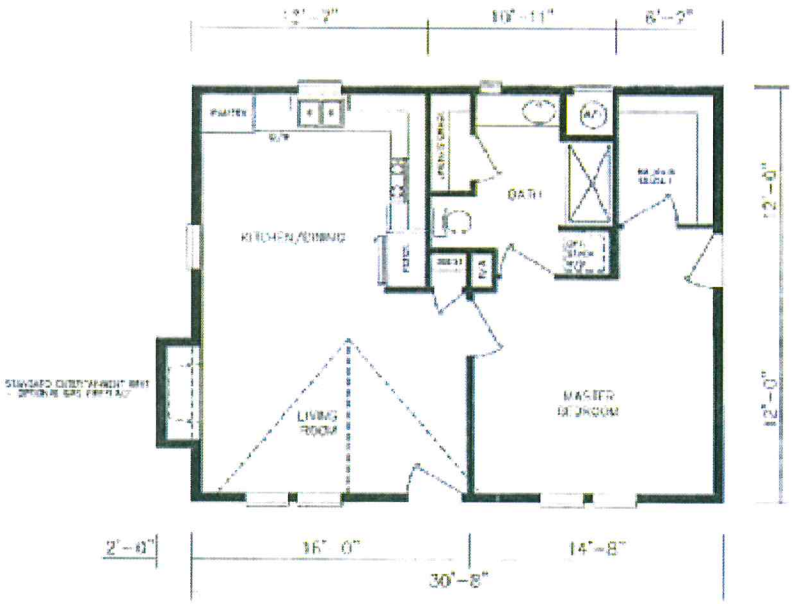
CALIFORNIA MULTIFAMILY SERIES
MF -8

California MultiFamily Housing Code Homes are similar in construction to HUD Coded Homes and share many of the same benefits. They are available for sale and placement only in California.

Simply BUILT THE BEST



Approx. 1800 SQ. FT. (900.00 SQ. FT. PER UNIT)



Plan: BY-1

748 SQ. FT. 1 Bedroom/1 Bath

DRA

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

C____-_____

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

Colusa Independence Flooring Covering Contract

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with floor covering removal, disposal and installation of vinyl plank flooring for five units located at 713 D Street, Colusa, CA**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on TBD, and shall continue until all requested services are completed, TBD.

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

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** 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 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

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

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

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

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

DRAFT

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

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 30 days prior to such change.

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

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

   D. **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: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

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

DRAFT

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

15. **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.

16. **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.

17. **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

DRAFT

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

section.

If to County:	County of Colusa Health & Human Services Department Attn: Elizabeth Kelly 2510E. Webster St. Colusa, CA 95932
If to Contractor:	TBD

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

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

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

    A. Attachment "A" – Contractor's Bid
    B. Attachment "B" - RFB

COUNTY OF COLUSA

_____Date:_____
Denise J. Carter, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

DRAFT

Attachment: RFB Flooring Final-RFB, Floor Plan & Contract (6336 : Award Contract to NorCal Floor Covering dba Colusa Floor Covering)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Award Contract to All Star Painting, Inc.**

Award contract to **All Star Painting, Inc.** for interior painting at Colusa Independence Housing located at 713 D Street, Colusa, CA.

Detailed Description/Background of request

On December 15, 2020, the Board adopted plans, specifications and working details for the interior painting of five units located at Colusa Independence Housing, 713 D Street in Colusa.

On January 8, 2021, Purchasing and Procurement received the following six responsive bids:

Paine Construction	$24,840.00
OK Construction	$34,700.00
Yoda Painting, Inc.	$39,000.00
AIM High Enterprises	$34,480.00
Metro Structural Painting	$34,000.00
All Star Painting, Inc.	$14,700.00

After reviewing the bids and based on the past performance of the interior and exterior painting of the Colusa Library and the exterior painting of the Colusa County Sheriff Office, Purchasing recommends awarding the contract to All Star Painting, Inc. in the amount of $14,700.00.

Prior Board Action

Adopted plans, Specs & Working details RFB - December 15, 2020

Fiscal Impact/Funding Source

Budgeted (02862-002862-53180) Not to exceed $14,700.

Action for the Clerk

Please obtain signatures and send to:
All Star Painting, Inc.
Attn: Roman Demin
4720 Porto Pino Way

Antelope, CA 95843

ATTACHMENTS:

- Colusa Independence Painting Contract (DOCX)
- All Star Painting Bid(PDF)
- Paine Construction Bid (PDF)
- O. K. Construction Bid (PDF)
- Yoda Painting Bid (PDF)
- Aim High Enterprises Bid (PDF)
- Metro Structural Painting Bid (PDF)
- RFB Painting Final-RFB, Floor Plan & Contract (PDF)

C____-_____

Colusa Independence Interior Painting Contract

This Interior Painting contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and All Star Painting, Inc. ("Contractor"), a California corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the interior painting of five units located at 713 D Street, Colusa, CA**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on February 2, 2021, and shall continue until all requested services are completed, no later than March 31, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $14,700.00, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the completion of the project, Contractor shall provide County with a lump sum 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.

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

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

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 30 days prior to such change.

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

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

   D. **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: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

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

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

15. **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.

16. **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.

17. **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

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

section.

If to County:	County of Colusa Health & Human Services Department Attn: Elizabeth Kelly 2510E. Webster St. Colusa, CA 95932
If to Contractor:	All Star Painting, Inc. Attn: Roman Demin 4720 Porto Pino Way Antelope, CA 95843

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

C____-_____

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

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

    A. Attachment "A" – All Star Painting, Inc. Bid
    B. Attachment "B" - RFB

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

ALL STAR PAINTING, INC.

_____Date:_____
Roman Demin, Owner

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

By
_____
Patricia Rodriguez, Deputy

Attachment: Colusa Independence Painting Contract [Revision 1] (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME All Star Painting Inc.

ADDRESS 4720 Porto Pino way

CITY Antelope STATE CA ZIP CODE 95843 PHONE (916) 218-2455

DIR #: 1000513506 Contractor License # 984748

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$ 10,000.00
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$ 4,000.00
3	**Other (Specify)** Bond	$ 400.00
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 300.00
	SUBTOTAL	$ 14,700.00
		$
	GRAND TOTAL	$ 14,700.00

VENDOR

Roman Demin
Signature

Roman Demin
Name (Printed or Typed)

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

This bid is made this 8th day of January, 2021. Estimated time to complete project 2 weeks

Attachment: All Star Painting Bid (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME Paine Construction Inc

ADDRESS 7212 8th St

CITY Rio Linda STATE CA ZIP CODE 95673 PHONE 916-889-3840

DIR #: PW-LR-1000434239 Contractor License # 333880

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$ 20,000
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$ 4,840
3	**Other (Specify)**	$ —
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ —
	SUBTOTAL	$ —
		$ —
	GRAND TOTAL	$ 24,840

VENDOR

Signature

Paine Construction Inc; Sergey Sedlukha
Name (Printed or Typed)

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

This bid is made this 8 day of January, 2021. Estimated time to complete project 20 ~~30~~ ~~60~~ days

Attachment: Paine Construction Bid (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME O.K Construction

ADDRESS 5755 Old Antelope North Rd

CITY Antelope STATE CA ZIP CODE 95843 PHONE (916) 385-9629

DIR #: 1000003269 Contractor License # 636647.

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$ 25,000
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$ 4,500
3	**Other (Specify)** Transportation, Insurance, Ect...	$ 4200
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 1000
	SUBTOTAL	$ 34,700
		$
	GRAND TOTAL	$ 34,700

VENDOR

Signature

Oleg. Kovtizhnykh
Name (Printed or Typed)

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

This bid is made this 01 day of 08, 2021. Estimated time to complete project 30 Days.

Attachment: O. K. Construction Bid (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME Yoda Painting Inc.

ADDRESS 2254 40th ave.

CITY San Francisco STATE CA ZIP CODE 94116 PHONE 415-375-1611

DIR #: 1000527505 Contractor License # 1050095

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$ 30,000
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$ 9,000
3	**Other (Specify)**	$ 0
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 0
	SUBTOTAL	$ 39,000
		$
	GRAND TOTAL	$ 39,000

VENDOR

Signature

Mike Takar
Name (Printed or Typed)

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

This bid is made this 5th day of January, 2021. Estimated time to complete project 30 days

Attachment: Yoda Painting Bid (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME Aim High Enterprises

ADDRESS P. O. Box 991232

CITY Redding STATE CA ZIP CODE 96099 PHONE 530-227-3596

DIR #: 1000001203 Contractor License # 842109

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$ 25,900.-
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$ 8,000.-
3	**Other (Specify)**	$ Ø
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 580.-
	SUBTOTAL	$ 34,480.-
		$
	GRAND TOTAL	$ 34,480.-

VENDOR

Signature

Raymond B. DiGiuseppe
Name (Printed or Typed)

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

This bid is made this 6 day of January, 2021. Estimated time to complete project Less than 90 days

Attachment: Aim High Enterprises Bid (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME Metro Structural Painting

ADDRESS 1012 Crestwood Drive

CITY South San Francisco, STATE CA ZIP CODE 94080 PHONE (415) 516-3490

DIR #: 1000011520 Contractor License # 761325

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$19,500
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$4,125
3	**Other (Specify)** Bonds, Insurance, Supervision, Overhead &Profit	$10,375
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$N/A
	SUBTOTAL	$34,000
		$
	GRAND TOTAL	$34,000

VENDOR

Signature

Fotios Tsiglieris
Name (Printed or Typed)

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

This bid is made this 6th day of JAN, 2021. Estimated time to complete project 15 working days

Attachment: Metro Structural Painting Bid (6337 : Award Contract to All Star Painting, Inc.)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
Colusa Independence Housing Interior Painting

COUNTY OF COLUSA

_____
Denise J. Carter, Board Chair

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

By_____
Melissa Kitts, Deputy

Due Date: January 8, 2021 @ 2:30 p.m.

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the interior painting of five apartment units located at 713 D Street, Colusa, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

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

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

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

4. Description of Request: Construction of secure reception areas at the building located at 6th & Jay Streets in Colusa, CA, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) copies of bid shall be submitted on or before **January 8, 2021** no later than 2:30 p.m. at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "Colusa Independence Housing Interior Painting"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

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

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

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. December 30, 2020:

   https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

   Any addenda issued shall be included in the bid proposal.

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bids not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked “Project Specifications”. These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked “Bid Worksheet”.

18. Point of Sale is Colusa, CA.

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

COLUSA INDEPENDENCE HOUSING
INTERIOR PAINTING
PROJECT SPECIFICATIONS

The respondent is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

There are five (5) units located at 713 D Street, Colusa, CA that require interior painting. Four (4) of the units are 900 sq. ft. and One (1) unit is 750 sq. ft. (Floor plan included)

- Make any needed repairs in sheetrock and/or baseboard as needed
- Prime where needed
- Mask off windows, doors, etc.
- Chalk all trim
- All paint used will be Benjamin Moore Semi-gloss Swiss Coffee White or equivalent
- Interior walls and ceiling will receive two coats of paint, back roll if needed
- Doors and trim will be painted to match interior walls
- Supply all materials to complete project
- A safe and clean job site will be maintained at all times (possible tenants during project)

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	DIR #	Address	Description of Portion of Work Subcontracted

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

BID WORKSHEET
Colusa Independence Housing Interior Painting
713 D Street, Colusa, CA 95932

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	**Labor: Repairs, Prep Work and Painting**	$
2	**Materials: Primer and Benjamin Moore Swiss Coffee White Paint or equivalent**	$
3	**Other (Specify)**	$
	CA SALES TAX 7.25% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
		$
	GRAND TOTAL	$

VENDOR

_____ _____

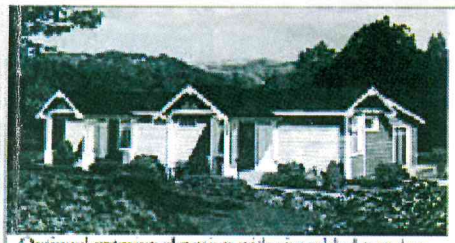
Signature Name (Printed or Typed)

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

This bid is made this _____day of_____, 2021. Estimated time to complete project _____

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

TYPICAL LAYOUT OF PRE-MANFACTUREED HOMES



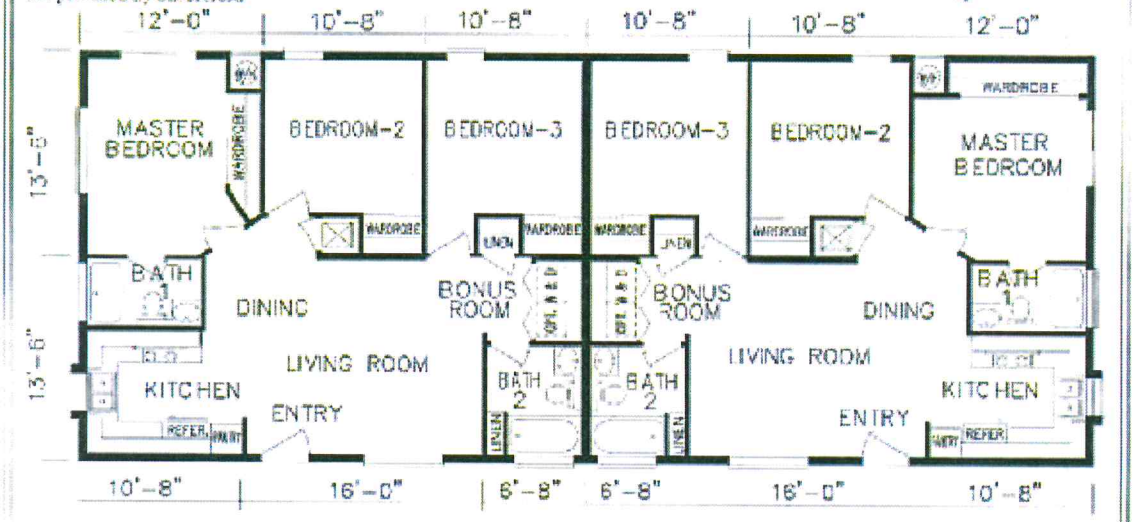
Optional exterior elevation with site added porches not provided by Silvercrest.

SILVERCREST®
WESTERN HOMES CORPORATION

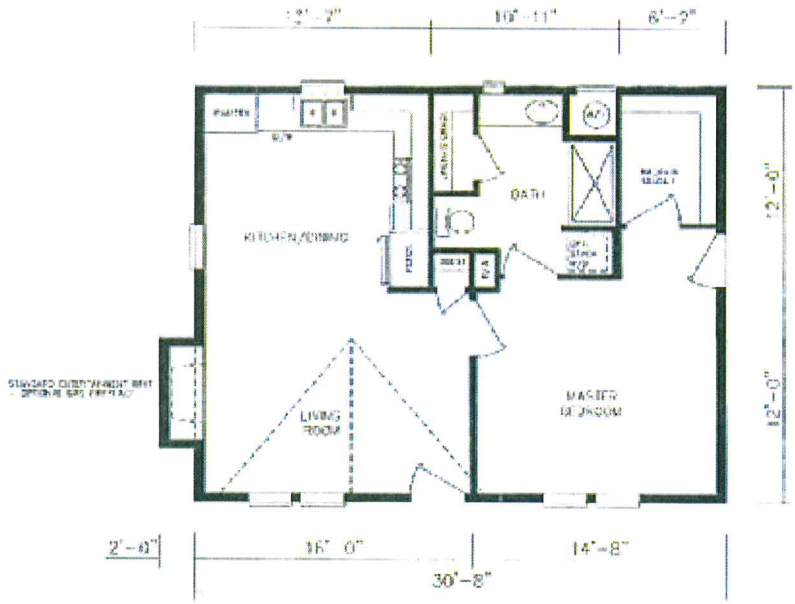
CALIFORNIA MULTIFAMILY SERIES
MF -8

California MultiFamily Housing Code Homes are similar in construction to HUD Coded Homes and share many of the same benefits. They are available for sale and placement only in California.

Simply BUILT THE BEST



Approx. 1800 SQ. FT. (900.00 SQ. FT. PER UNIT)



Plan: BY-1

748 SQ. FT. 1 Bedroom/1 Bath

DRA

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

C____-_____

Colusa Independence Interior Painting Contract

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the interior painting of five units located at 713 D Street, Colusa, CA**,** as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on TBD, and shall continue until all requested services are completed, TBD.

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

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** 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

DRAFT

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

DRAFT

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

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 30 days prior to such change.

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

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

   D. **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,

DRAFT

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

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

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

DRAFT

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

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

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

15. **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.

16. **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.

17. **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

DRAFT

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

section.

If to County:	County of Colusa Health & Human Services Department Attn: Elizabeth Kelly 2510E. Webster St. Colusa, CA 95932
If to Contractor:	TBD

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

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

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

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

DRAFT

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

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

    A. Attachment "A" – Contractor's Bid
    B. Attachment "B" - RFB

COUNTY OF COLUSA

_____Date:_____
Denise J. Carter, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

CONTRACTOR

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

DRAFT

Attachment: RFB Painting Final-RFB, Floor Plan & Contract (6337 : Award Contract to All Star Painting, Inc.)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

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

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

Detailed Description/Background of request

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

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

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

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

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

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

Prior Board Action

January 19, 2021 reconsidered/extended Resolution with no changes.

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

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

Action for the Clerk
None

ATTACHMENTS:

- Resolution #20-008 (PDF)

RESOLUTION NO. 20-008

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

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

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

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

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

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

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

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

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

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

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

Attachment: Resolution #20-008 (6349 : Revisit Resolution 20-008)

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

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

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

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

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

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

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

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

Attachment: Resolution #20-008 (6349 : Revisit Resolution 20-008)

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

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

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

NOES: None.

ABSENT: None.

Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Resolution #20-008 (6349 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Fourth Modification to Contract C19-088**

Approve Fourth Modification to Contract C19-088 with **Willow Glen Care Center, Inc.** for structured supervision and care of chronically mentally ill adults.

Detailed Description/Background of request

On July 1, 2019, the County entered into Contract C19-088 for board and care services with Willow Glen Care Center in Yuba City, CA. Three modifications have been executed extending the termination date and adding an additional facility.

Behavioral Health is requesting a fourth modification to increase the compensation from $225,00 per fiscal year to $325,000 per fiscal year and to add an additional facility. Willow Glen Care Center recently opened a new 44 bed mental health rehabilitation center called Cedar Grove in March 2020. They specialize in structured supervision and care for adults with chronic mental illness who are unable to maintain placement at lower levels of care.

Due to the pandemic, facilities are restricting the number of clients being accepted. In order to provide the required behavioral health services for our consumers, we find it necessary to expand our provider network. Like Willow Glen Care Center, the Cedar Grove facility is located in Yuba City, making it convenient for staff to provide required services.

Prior Board Action

C19-088, C19-187, C20-107 & C20-145

Fiscal Impact/Funding Source

Budgeted (00106-4013-55270) Not to exceed $325,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:
Willow Glen Care Center
Attn: Jeff Payne, Executive Director
1547 Plumas Court
Yuba City, CA 95991

ATTACHMENTS:

- Fourth Modification Willow Glen (DOCX)
- C19-088 Original Willow Glen (PDF)
- C19-187 First Mod Willow Glen (PDF)
- C20-107 Willow Glen Care Center Inc. - 2nd Modification (PDF)
- C20-145 Third Mod Willow Glen (PDF)

C20 -_____

Fourth Modification of Board and Care Services Contract C19-088

This Fourth Modification of Board and Care Services Contract C19-088 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On July 1, 2019, the parties executed Contract C19-088 for board and care services ("Contract").

On August 1, 2019, the parties executed a first modification (C19-187) to add an additional facility (Sequoia Psychiatric Treatment Center), associated rates and to increase the compensation paid to Contractor.

On July 1, 2020, the parties executed a second modification (C20-107) to add additional language, extend the term of Contract, increase compensation, remove language, and update daily rates.

On August 4, 2020 the parties executed a third modification (C20-145) to increase the compensation.

The parties now want to modify the Contract to add an additional facility (Cedar Grove Mental Health Rehabilitation Center) and increase compensation.

Modification

The parties agree to modify the Contract effective February 2, 2021 as follows:

1. Section 1, Services to be Performed, is modified to include Attachments "C" and "D".
2. Section 3, Compensation, the not to exceed amount is increased from $225,000 to $325,000 for fiscal year 20/21.
3. Section 21, Attachments, of the Contract is modified to add an Attachment "D" Scope of Services – Rates for Cedar Grove Mental Health Rehabilitation Center.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

WILLOW GLEN CARE CENTER, INC.

_____Date:_____
Jeff Payne, Executive Director

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

by _____
Deputy

Attachment: Fourth Modification Willow Glen [Revision 1] (6355 : Approve Fourth Modification to Contract C19-088)

C20 -_____

Attachment: Fourth Modification Willow Glen [Revision 1] (6355 : Approve Fourth Modification to Contract C19-088)

C20 -_____

ATTACHMENT D

SCOPE OF SERVICES – RATES

Willow Glen Care Center
Cedar Grove Mental Health Rehabilitation Center
Yuba City, CA

Cedar Grove MHRC – A locked 44-bed mental health rehabilitation center specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provide stable placement in a secure environment. The goal of CG is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care for identified clients. The Cedar Grove Program shall:

i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care where appropriate.
ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting.
v. Offer a variety of activities which include, but are not limited to:
    1. Crisis Prevention
    2. Psychopharmacologic Medication Evaluation and Management
    3. Wellness and Recovery Services
    4. Medical Service Referral
    5. Peer Support Groups
    6. Client Advocacy
    7. Therapeutic Community
    8. Planned Activities including:
        1. Substance Use Disorder education

Attachment: Fourth Modification Willow Glen [Revision 1] (6355 : Approve Fourth Modification to Contract C19-088)

2. Competency restoration

9. Daily Living Skills

vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

RATE SCHEDULE FY 20/21

0-30 Clients at $370 a day

Attachment: Fourth Modification Willow Glen [Revision 1] (6355 : Approve Fourth Modification to Contract C19-088)

C19-088

Board and Care Services Contract

This Board and Care Services Contract for the provision of board and care services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Willow Glen Care Center, Inc., ("Contractor"), California non-profit corporation.

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

2. **Term:** This Contract shall begin on July 1, 2019 and shall continue until June 30, 2020.

3. **Compensation:** County will pay Contractor compensation not to exceed $130,000 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 preceeding 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) Specify client name, number of client days, rate and amount.
   5) Itemize the costs incurred.
   6) Include a summary of the services provided.
   7) 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: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

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

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

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

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

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

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

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

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

c19-088

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, agents and volunteers. Any insurance maintained by County, including

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

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.

13. **Written Notification**: Any notice, demand, request, consent, approval, or

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

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:	Willow Glen Care Center 1547 Plumas Court Yuba City, CA 95991 Attention: Jeff Payne, Executive Director

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

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

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

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

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

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

C19-088

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 & Rates
B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Date: 5/28/19

Kent S. Boes, Board Chair

WILLOW GLEN CARE CENTER

Date: 6-11-19

Signature

JEFF PAYNE, EXECUTIVE DIRECTOR

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Melissa Kitts, Deputy

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

C19-088

ATTACHMENT A

SCOPE OF SERVICES

1. Lodging.
2. Meal Preparation.
3. Laundry Facilities.
4. Transportation to local functions.
5. Transportation for appointment can be arranged when coordinated with the program and when family arrangements cannot be made.
6. Space for activities of recreation, skill development, social interaction.
7. Staff assistance in:
   A. Establishing a treatment/rehabilitation plan.
   B. Providing group session, instructions in tasks and projects.
   C. Daily living skills and other physical assistance as necessary.
   D. Developing and implementing a program of activities.
8. Health Monitoring:
   A. Daily observation of client's general health.
   B. Daily monitoring of medication in accordance with physician's instructions.
   C. Assistance with care for minor temporary illness.
   D. Consultation one (1) time per month with psychiatrist.
   E. Center is not licensed for and will not provide direct nursing care.

RATES - FY 19/20

NUMBER OF CLIENTS	DAILY RATE
0-59	$177.00
60-79	$157.00
80-100	$137.00

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

c 19-088

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 Willow Glen Care 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.

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

(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;

(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

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

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);

(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

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

Associate of any instances of which it is aware in which the confidentiality of the information 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

Attachment: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

Business Associate on behalf of County, shall:

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: C19-088 Original Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

C19-187

First Modification of C19-088 for Board and Care Services

This First Modification of Board and Care Services Contract C19-088 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On July 1, 2019, the parties executed Contract C19-088 for board and care services.

The parties now want to modify the Contract to add an additional facility (Sequoia Psychiatric Treatment Center, operated by Willow Glen Care Center) and their associated rates for mental health services and to increase the compensation paid to Contractor from $130,000 per fiscal year to $175,000 per fiscal year for both facilities combined.

Modification

The parties agree to modify the Contract effective August 1, 2019, as follows:

1. Section 3, Compensation, now reads: "County will pay Contractor compensation not to exceed $175,000 per fiscal year, as provided for in Attachments "A." and "C". Compensation will be paid in accordance with paragraph 4, Method of Payment.

2. Section 21, Attachments, of the Contract is modified to add an Attachment "C" Scope of Services – Rates for Sequoia Psychiatric Treatment Center.

COUNTY OF COLUSA

Date: 10/22/19

Kent S. Boes, Board Chair

WILLOW GLEN CARE CENTER

Date: 10-28-19

Jeff Payne, Executive Director

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By _____

Patricia Rodriguez, Deputy Clerk

Attachment: C19-187 First Mod Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

C19-187

ATTACHMENT C

SCOPE OF SERVICES - RATES

Willow Glen Care Center
Sequoia Psychiatric Treatment Center
Mental Health Rehabilitation Center

Sequoia Psychiatric Treatment Center, provides residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living. The goal of Sequoia Psychiatric Treatment Center is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.

Sequoia Psychiatric Treatment Center plans to provide a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care: medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

The program will be staffed by professional and paraprofessionals, including a psychiatrist, a physician's assistant, 2 nurse practitioners, a clinical psychologist, a Registered Nurse, 6 LVN/LPTs, a recreation therapist, the Administrator, and a Program Director, and 16 Milieu Counselors. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

RATE SCHEDULE FY 19/20

Number of Clients	Rates
0-16	$320/day

Attachment: C19-187 First Mod Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

C20 - 107

Second Modification of Board and Care Services Contract C19-088

This Second Modification of Board and Care Services Contract C19-088 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On July 1, 2019, the parties executed Contract C19-088 for board and care services ("Contract").

On August 1, 2019, that parties executed C19-187 to add an additional facility, their associated rates and to increase the compensation paid to Contractor.

The parties now want to modify the Contract to add additional language, extend the term of Contract, increase compensation, remove language, and update daily rates.

Modification

The parties agree to modify the Contract effective July 1, 2020 as follows:

1. Section 1, Services to be Performed, is modified to add the following language:

   "All transfers, admissions and discharges shall be executed in consultation with Colusa County Behavioral Health staff".

2. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2021.

3. Section 3, Compensation, is increased from $175,000 to $225,000 per fiscal year.

4. Section 5.A., Professional Ability of Contractor and Standards of Performance, is modified to read as follows:

   "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."

5. Attachment "A", Scope of Services is modified to update the rates for **Willow Glen**:

   FY 20/21:
   0-59 clients at $187 per day
   60-79 clients at $167 per day
   80-100 clients at $147 per day

Attachment: C20-107 Willow Glen Care Center Inc. - 2nd Modification (6355 : Approve Fourth Modification to Contract C19-088)

6. Attachment "C", Scope of Services – Rate is modified to update the rates for **Sequoia**:

FY 20/21:
$330 a day

COUNTY OF COLUSA

Date: 6/16/20
Denise J. Carter, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

WILLOW GLEN CARE CENTER, INC.

Date: 6-23-2020
Signature

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

by
Melissa Kitts, Deputy

Attachment: C20-107 Willow Glen Care Center Inc. - 2nd Modification (6355 : Approve Fourth Modification to Contract C19-088)

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

To: Mental Health Directors Contract Managers

From: Jeff Payne, Executive Director

Date: 3/18/2020

Regarding: FY '20/'21 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-fourth year of service to the Counties in northern and central California. As we prepare for FY '20/'21, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '20/'21. The rate increases are necessary to meet the changes with the increases in expected expenses, mainly the state mandated minimum wage increase of $1.00 effective January 1st, worker compensation insurance, and increased food costs. We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Redwood Creek (Willits, CA)	0 – 16 clients at $147 a day
Trinity Pines (Chico, CA)	0 – 12 clients at $147 a day
Willow Glen/Rosewood (Yuba City, CA)	0 – 59 clients at $187 a day
	60 – 79 clients at $167 a day
	80-100 clients at $147 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	0 – 30 clients at $370 a day
	31 – 35 clients at $350 a day
	36 – 44 clients at $330 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$330 a day

Crisis Residential Facility

Iris House (Chico, CA)	$405 a day

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $200 for each evaluation. There is no requirement that a county utilize our clinicians for declarations.

✓ Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '20/'21, to help offset future expected increases to the organization's expenses.

The new Rate Schedule will become effective on July 1, 2020 to coincide with the renewal of the Willow Glen Care Center's contract for FY '20/'21. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate changes, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

Attachment: C20-107 Willow Glen Care Center Inc. - 2nd Modification (6355 : Approve Fourth Modification to Contract C19-088)

C20 - 145

Third Modification of Board and Care Services Contract C19-088

This Third Modification of Board and Care Services Contract C19-088 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On July 1, 2019, the parties executed Contract C19-088 for board and care services ("Contract").

On August 1, 2019, the parties executed C19-187 to add an additional facility, associated rates and to increase the compensation paid to Contractor.

On July 1, 2020, the parties executed C20-107 to add additional language, extend the term of Contract, increase compensation, remove language, and update daily rates.

Modification

The parties agree to modify the Contract effective August 4, 2020 as follows:

1. In Section 3, Compensation, the not to exceed amount is increased from $175,000 to $225,000 for fiscal year 19/20.

COUNTY OF COLUSA

_____ Date: 8/4/20
Denise J. Carter, Board Chair

WILLOW GLEN CARE CENTER, INC.

_____ Date: 8-10-2020
Jeff Payne, Executive Director

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: C20-145 Third Mod Willow Glen (6355 : Approve Fourth Modification to Contract C19-088)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Appointment to the Colusa County Groundwater Commission**

Reappoint Deke Dormer (Dist. 2) to the Colusa County Groundwater Commission effective January 1, 2021 through December 31, 2024. **(Application received: Deke Dormer)**

Detailed Description/Background of request

Mr. Dormer submitted an application for reappointment and meets the requirements set by the Rules and Bylaws of the Colusa County Groundwater Commission. Notice of this term expiration was posted in the Pioneer Review on December 18, 2019 pursuant to the Government Code Section 54970-54974 (Maddy Act).

Prior Board Action

Mr. Dormer was last appointed on June 13, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath to applicant and a copy to Mary Fahey.

ATTACHMENTS:

- 11-09-21 Application for Groundwater - Deke Dormer (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
NOV 09 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa Groundwater Commision / District 2

NAME OF APPLICANT: Deke Dormer

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 240 E Parkhill St

CITY: Colusa

PHONE: 5308443315

E-MAIL: DKDormer@yahoo.com

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ **Notes:**

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

2016 NCWA Waterleaders program Grad

2017-2020 Groundwater commission

2019 September - member of "Reactivating floodplain Washington DC trip

2020 - Newly appointed California Rice Commission B.O.D Alternate

Office Use Only:
APPOINTED ☐ TERM DATE: _____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: 11-09-21 Application for Groundwater - Deke Dormer (6361 : Appointment to the Colusa County Groundwater Commission)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Auditor**

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

5.1

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Library**

FROM: **Stacey Costello**

SUBJECT: **The Mary Winters "Colors of Colusa" Memorial Mural**

Approve the use of the front, western facing, and back walls of the main branch library to be used for a memorial mural honoring longtime library volunteer Mary Winters.

Detailed Description/Background of request

The library would like to honor the 20+ years of volunteer service of Mary Winters with a memorial mural on the main branch in Colusa. Local muralists Ross Roadruck and Sierra Redding would work with a mural committee, consisting of the librarian, a Board Member, and a representative each, of the Friends of the Library, the Winters family and the Arts Council, to select eight colors that represent Colusa County to be painted on the exterior of the library building. The colors would be selected from community submitted photographs from around Colusa County. While Roadruck and Redding will be the primary artists working on the mural, several other local artists will participate to make it a true community art installation.

In addition, this project would coincide with the Summer Reading theme for 2021: “Reading Colors Your World.”

Prior Board Action

none

Fiscal Impact/Funding Source

There would be no fiscal impact on the County, as the Friends of the Library and the Community Mural Fund will sponsor the mural. The materials will be supplied by the Colusa County Arts Council and Rotary.

Action for the Clerk

ATTACHMENTS:

- Mary Winters Memorial Mural (PPTX)

THE MARY WINTERS "COLORS OF COLUSA" MEMORIAL MURAL

at the COLUSA COUNTY FREE LIBRARY

Attachment: Mary Winters Memorial Mural (6295 : Library Mural)

MARY WINTERS, 1930-2020

The Colusa Community was truly Mary's calling and it showed in her participation in civic, academic, and non-profit organizations.

Some of Mary's contributions included her two year term on the Colusa City Council**, her dedication to the Friends of the Library, the Bookworm, and the Colusa County Free Library**, the Colusa County Airport Commission and Airport Land Use, Colusa County Mental Health, Colusa Local Agency Formation Committee (LAFCo), her attendance at the Colusa Board of Supervisors Meetings, as well as countless other volunteer projects throughout her life in Colusa.

If you have checked out materials from any of the seven branch libraries for the past 25 years, there is a 99% chance that they were processed by Mary. She dedicated every Tuesday afternoon to volunteering at the library, helping to get new materials ready for patrons to use.

Attachment: Mary Winters Memorial Mural (6295 : Library Mural)

If approved, we would request photographic submissions from the community, that they feel illustrate Colusa County.

From those images, the mural committee would select an 8- color palette to paint onto the main branch of the library.

The selected images would be printed onto a label, showing the source and crediting the photographer, along with a literary quote about the beauty of California and attached to the eight columns at the entrance of the library.

A memorial plaque dedicated to Mary would detail the significance of the color scheme and her dedication to our community.

Almond blossom reflection, Mitchel Yerxa, Arbuckle, 2017

“THE SPRING IS BEAUTIFUL in California. Valleys in which the fruit blossoms are fragrant pink and white waters in a shallow sea.” –John Steinbeck, The Grapes of Wrath

Pacific Flyway, Robert Campbell

"The light was different here in California."

-Heidi Freestone, Growing Home

Bear Valley Super Bloom, Dennis Frates

"All scenery in California requires distance to give it its highest charm."

-Mark Twain, Roughing It

CalRose, Mary Marsh

"The apparent ease of California life is an illusion, and those who believe the illusion real live here in only the most temporary way."

-Joan Didion, Holy Water

FOL	$1,700.00
White Public Art Fund	$800.00
Arts Council /Rotary	Paint/Supplies

Attachment: Mary Winters Memorial Mural (6295 : Library Mural)

THE VALUE OF PUBLIC ART

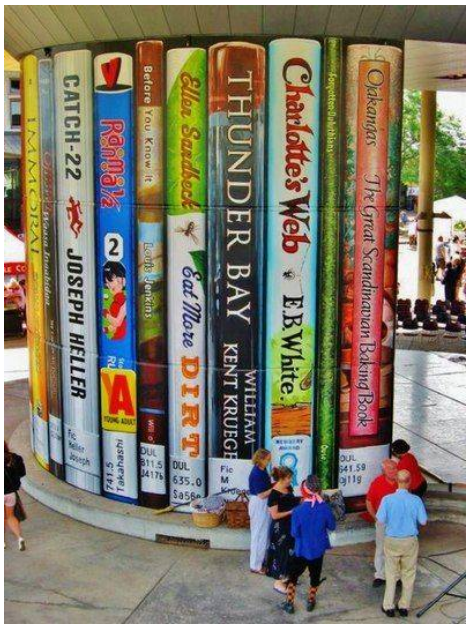
Jack Becker, founder and artistic director for FORECAST Public Artworks, sums up the value of public art in this way:

“Great public art reveals its meaning over time, rewarding repeated visits. Beyond all that, public art has the distinct ability to add beauty to our shared environment; to commemorate, memorialize, and celebrate; and to transport us, if only momentarily, out of our daily routine. Public art is for everyone and it is free. Many people don’t visit museums or attend the theater; anybody can experience public art.”

All seven branch libraries provide an opportunity for the county to embrace and support public art projects. Maxwell features metal silhouettes celebrating its western roots; all of our book drops feature whimsical animal portraits done by local artist Laura Kate James.

This mural would be another space, in which we bring art literacy and education to the community. In addition, this project would coincide with the Summer Reading theme for 2021: “Reading Colors Your World.” Mary Winters would have embraced this theme and it will be a perfect way to tie in art, color and literature in a new year!

Attachment: Mary Winters Memorial Mural (6295 : Library Mural)



EXAMPLES OF OTHER PUBLIC LIBRARY MURALS AND PUBLIC ART

Attachment: Mary Winters Memorial Mural (6295 : Library Mural)

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Mary Fahey**
SUBJECT:	**Resolution Approving Second Amendment to the Joint Powers Agreement Establishing the Colusa Groundwater Authority**

Adopt a Resolution Approving the Second Amendment to the Joint Powers Agreement Establishing the **Colusa Groundwater Authority**.

Detailed Description/Background of request

The County of Colusa is a Member of the Colusa Groundwater Authority (CGA). The CGA is a Joint Powers Authority that acts as the Groundwater Sustainability Agency (GSA) responsible for implementing the 2014 Sustainable Groundwater Management Act in the Colusa County portion of the Colusa Subbasin and a small area of the Butte Subbasin. The Joint Exercise of Powers Agreement Establishing the CGA was originally executed on June 29, 2017 and marked the first major SGMA compliance milestone in Colusa County by ensuring that all applicable groundwater basins in the County were under management by a GSA(s). The CGA has made remarkable progress over the past 3+ years of operations, and is currently on track to complete the second major SGMA compliance milestone which is completion of the Groundwater Sustainability Plans in the Colusa and Butte Subbasins, in coordination with other GSAs in the basins.

In January, 2019 the Board approved a resolution agreeing to the first amendment to the JPA for certain proposed changes to the CGA's accounting and banking services. On April 17, this first amendment became effective when it had been approved by at least two-thirds of the CGA member entities.

By June 30, 2019, the Colusa Groundwater Authority had achieved several important milestones, including completing its second year of operations, and initiating a long-term funding plan. At that time, the CGA Board recognized that it was necessary to complete a more thorough update to the JPA as several components of the document had become outdated.

The CGA Executive Committee met on July 10, 2019 to begin discussions about updating the JPA. Subsequent meetings were held August 19, 2019, April 29, 2020, June 15, 2020, July 13, 2020 and August 25, 2020 to review and refine the recommended JPA updates (among other

business). During this time, CGA's Legal Counsel was involved in reviewing the JPA updates, and stakeholders were welcome to provide input at these public meetings. At the August 25 Executive Committee meeting, the Committee felt that the suggested updates to the JPA were ready to bring to the CGA Board for review and consideration of approval.

The CGA Board reviewed the recommended updates to the JPA at their meetings on September 22, 2020, November 24, 2020 and December 22, 2020. The CGA Board approved the updates at their December 22 meeting.

The most significant updates to the JPA are summarized below. Other edits are mostly grammatical or refining/clarifying language.

- A Table of Contents has been added
- Any references to the "West Butte" Subbasin were replaced with the "Butte" Subbasin (5-021.70), per the 2018 Basin Boundary Modifications
- References to the Colusa County Auditor providing services to the CGA were removed, as they are no longer providing services to the CGA
- Article 4.3: The Executive Committee recommends appointment of a Treasurer (this would happen after the JPA updates are approved by 2/3rds of the Member Agencies)
- Article 5.5: The date of budget adoption was revised from March 1 to May 1 each year.
- Exhibit B: The Map has been updated per the 2018 Basin Boundary Modifications
- Exhibit E was significantly revised as much of the content is no longer relevant. A separate Staff Services Agreement has been drafted by Colusa County and approved by both the CGA Board and the Colusa County Board of Supervisors
- Exhibit G. The Map has been updated per the 2018 Basin Boundary Modifications

Any updates to the JPA require a 2/3rds approval of each of the CGA Member Agency's Boards. Amendment 2 of the Joint Powers Agreement Establishing the Colusa Groundwater Authority is presented to the Colusa County Board of Supervisors today with a Staff recommendation to approve the updates.

Prior Board Action

June 13, 2017: BOS Resolution 17-027 Authorizing Execution of the Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority (C17-163)

January 8, 2019: BOS Resolution 19-002 Approving the first amendment to the Colusa Groundwater Authority's Joint Powers Agreement C19-011

October 27, 2020: BOS approved Staff Services Agreement C20-197

Fiscal Impact/Funding Source

None anticipated.

Action for the Clerk

Obtain the Chair's signature, provide a hard copy of the signed Resolution to Water Resources Manager, and an electronic copy to the Community Development Director.

ATTACHMENTS:

- 2021_02_02_BOS_CGA JPA Amendment 2_DRAFT RESOLUTIONv2 (DOCX)
- JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (PDF)
- JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (PDF)
- C20-197 Staff Services Agreement with Colusa Groundwater Authority (PDF)
- CGA JPA - First Amendment (PDF)
- CGA JPA - Original(PDF)

~~RESOLUTION NO. 21 - _____~~

~~RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA APPROVING THE SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY~~

Formatted: Centered

RESOLUTION NO. 21 - _____

Formatted: Line spacing: single

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA APPROVING THE SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

WHEREAS, Colusa County is a member of the Colusa Groundwater Authority, a Joint Powers Authority;

WHEREAS, the Authority was organized through a Joint Powers Agreement (JPA) approved by the Authority members on June 29, 2017;

WHEREAS, the first amendment (Amendment 1) to the JPA was adopted on April 17, 2019;

WHEREAS, after more than three years of operations, the Colusa Groundwater Authority (CGA) Board has made great progress towards planning and implementation of the Sustainable Groundwater Management Act and through these efforts, some portions of the JPA have become outdated;

WHEREAS, during the period of July, 2019 through August, 2020, the CGA Executive Committee, along with CGA Legal Counsel and Staff, worked to refine and update the JPA;

WHEREAS, at the September 22, 2020, November 24, 2020 and December 22, 2020 meetings of the CGA Board of Directors, the CGA Executive Committee provided recommended edits of the JPA (Amendment 2) to the CGA Board;

WHEREAS, on December 22, 2020, the CGA Board approved the recommended edits contained in Amendment 2 of the JPA; and

WHEREAS, as specified in the Colusa Groundwater Authority Joint Powers Agreement, a two-thirds (2/3rds) vote of the Members is required to amend the JPA.

Formatted: Line spacing: single

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa ~~does hereby~~ approve~~s~~ ~~of the~~ Amendment 2 of the Joint Exercise of Powers Agreement of the Colusa Groundwater Authority, which is attached for reference.

Attachment: 2021_02_02_BOS_CGA JPA Amendment 2_DRAFT RESOLUTIONv2 [Revision 1] (6319 : Resolution to Approve Amendment 2 of

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa on this 2nd day of February, 2021 by the following vote:

Formatted: Superscript

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chairperson
Board of Supervisors

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

By: _____
~~Melissa Kitts~~Patricia Rodriguez, Board Clerk

APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

Attachment: 2021_02_02_BOS_CGA JPA Amendment 2_DRAFT RESOLUTIONv2 [Revision 1] (6319 : Resolution to Approve Amendment 2 of

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

JOINT EXERCISE OF POWERS AGREEMENT

ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and ~~–~~effective this~~_____~~29 th~~e~~ day of~~—~~ June, 2017 ("**Effective Date**"), and updated this _____ day of _____, pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*. ("**JPA Act**") by and among the entities listed in **Exhibit A** attached hereto and incorporated herein (collectively "**Members**").

Table of Contents

Recitals
Article 1: Definitions
Article 2: Organizing Principals
Article 3: Formation, Purpose and Powers
- 3.1 Recitals
- 3.2 Certification
- 3.3 Creation of the Authority
- 3.4 Election for Authority to Serve as GSA
- 3.5 Purposes of the Authority
- 3.6 Powers of the Authority
- 3.7 Designation
- 3.8 Powers Reserved to Members
- 3.9 Term
- 3.10 Boundaries of the Authority
- 3.11 Role of Members
- 3.12 Other Officers and Employees
- 3.13 Engagement of Consultants

Article 4: Governance
- 4.1 Board of Directors
- 4.2 Term of Directors
- 4.3 Officers
- 4.4 Powers and Limitations
- 4.5 Quorum
- 4.6 Voting
- 4.7 Supermajority Vote Requirement for Certain Actions
- 4.8 Meetings
- 4.9 Rules, Regulations, By-Laws and Ordinances
- 4.10 Administrator

Article 5: Financial Provisions
- 5.1 Funding; Initial Contributions and Expenses
- 5.2 Funding Plan; Long-Term Funding
- 5.3 Indemnification
- 5.4 Repayment of Funds
- 5.5 Budget
- 5.6 Alternate Funding Sources
- 5.7 Depositary, Treasurer, Auditor and Controller
- 5.8 Accounting

TABLE OF CONTENTS ADDED

5.9 Audit
5.10 Expenditures
5.11 No Member Liability
Article 6: Changes to Membership, Withdrawal and Termination
6.1 Addition to Membership
6.2 Noncompliance; Involuntary Removal
6.3 Withdrawal of Members
6.4 Termination
6.5 Disposition of Property Upon Termination
6.6 Rights of Member to Become GSA in Event of Withdrawal or Removal
6.7 Use of Data
Article 7: Projects and Management Actions
7.1 Special Project Agreements
7.2 Special Project Expenses
7.3 Indemnification of Other Members; Special Projects
7.4 Identified Management Actions
Article 8: Miscellaneous Provisions
8.1 Amendments
8.2 Binding on Successors
8.3 Notice
8.4 Counterparts
8.5 Choice of Law
8.6 Dispute Resoution
8.7 Severability
8.8 Headings
8.9 Construction nad Interpretation
8.10 Entire Agreement

Exhibits
Exhibit A: Member Entities Establishing the Colusa Groundwater Authority
Exhibit B: Colusa Groundwater Authority GSA Boundary Map
Exhibit C: Memorandum of Agreement Defining Colusa Subbasin Groundwater Sustainability Interests
Exhibit D: Relevant Water Code
Exhibit E: Initial Funding and Administrative Services Agreement Recitals
Exhibit F: Initial Budget
Exhibit G: Member Agencies Map

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the "Sustainable Groundwater Management Act," or "SGMA." Governor Brown signed the legislation on September 16, 2014, and it became effective on January 1, 2015.

B. Each of the Members overlies the Colusa and Yolo County portions of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and/or the Colusa County portion of the ~~West~~ Butte Subbasin of the Sacramento Valley Groundwater Basin, Department of Water Resources Basin No. 5-021.~~58~~70, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2 ("Basin").

MINOR EDITS: UPDATED BASIN INFO

C. Each of the Members is authorized to become, or participate in, a Groundwater Sustainability Agency ("GSA") under SGMA.

D. The Members desire, through this Agreement, to form the Colusa Groundwater Authority ("Authority"), a separate legal entity, for the purpose of acting as the GSA for the Basin.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure SGMA compliance ~~with SGMA~~ within the Basin.

MINOR GRAMMATICAL EDIT

F. The Authority will serve a coordinating, administrative and implementing role in order to provide for sustainable groundwater management of the Basin. Each of the Members (or groups of Members) will have responsibilities to carry out the Groundwater Sustainability Plan and to coordinate with the Authority to implement SGMA within the Members' jurisdictional areas.

G. This Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Basin.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. **"Agreement"** shall mean this Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority.

b. **"Authority"** shall mean the Colusa Groundwater Authority established by this Agreement.

c. **"Basin"** shall mean, for purpose of this Agreement, the Colusa and Yolo County areas of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and the Colusa County area of the ~~West~~ Butte Subbasin of the Sacramento Valley Groundwater Basin (excluding the area within the boundaries of Reclamation District No. 1004), California Department of Water Resources Basin No. 5-021.~~58~~70, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2. The Basin is depicted in **Exhibit B**.

CORRECTION BASIN INFO

d. **"Board of Directors"** or **"Board"** shall mean the governing body formed to implement this Agreement as established herein, and **"Director"** or **"Directors"** shall mean the individual member or members of the Board appointed pursuant to Section 4.1.

e. **"DWR"** shall mean the California Department of Water Resources.

f. **"Effective Date"** shall be as set forth in the Preamble of this Agreement.

g. **"Groundwater Sustainability Agency"** or **"GSA"** shall mean an agency enabled by SGMA to regulate defined portions of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

h. **"Groundwater Sustainability Plan"** or **"GSP"** shall have the definition set forth in SGMA.

i. **"GSA Boundary"** shall mean those lands located within the Basin as depicted in **Exhibit B**.

j. **"JPA Act"** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*.

k. **"Member"** shall mean any of the signatories to this Agreement, and **"Members"** shall mean all of the signatories to this Agreement, collectively. Each of the Members shall be authorized to become, or participate in, a Groundwater Sustainability Agency under SGMA.

l. **"SGMA"** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: ORGANIZING PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop and implement a GSP for the Basin in compliance with SGMA, consistent with the general principles set forth in that certain unexecuted Memorandum of Agreement among the Members and other stakeholders, attached hereto as **Exhibit C**.

2.2 Prior to June 30, 2017, any Member that has previously notified DWR of its intent to be a GSA in the Basin shall formally notify DWR of its withdrawal or rescission of such notification to allow the Authority to become the GSA for the Basin

2.3 The Members intend through this Agreement to take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP. As appropriate, the Authority shall cooperate with neighboring groundwater basins and neighboring GSAs to efficiently implement SGMA in the Basin.

2.4 The Members intend through this Agreement to form the Authority, elect for the Authority to serve as the GSA for the Basin, and authorize the Authority to make any and all necessary filings with DWR for the Authority to become the GSA for the Basin prior to June 30, 2017.

2.5 To the extent any Member determines in the future to become a GSA separate and apart from the Authority, such Member will coordinate with the Authority to take all actions necessary to allow such Member to become a separate GSA and to ensure that the Authority may otherwise continue consistent with the requirements of SGMA. The Authority will work cooperatively with such Member to coordinate implementation of SGMA within the Basin.

2.6 After the Effective Date of this Agreement, if it is determined that this Agreement is defective as a result of Colusa Drain Mutual Water Company's participation as a Member of the Authority, the Colusa Drain Mutual Water Company will be deemed to withdraw from this joint exercise of powers agreement and this Agreement will serve as an agreement between the Colusa Drain Mutual Water Company and the other Members of the Authority. Notwithstanding the preceding sentence, this Agreement shall establish Colusa Drain Mutual Water Company's rights and obligations in the Authority without further action by Colusa Drain Mutual Water Company or the other Members. In the event of a determination described in this Article 2.6, this Agreement shall remain in full force and effect and shall not otherwise change the rights and obligations of the other Members or the Colusa Drain Mutual Water Company.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3(c).

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the "Colusa Groundwater Authority," a public entity separate and apart from its Members.

3.4 **Election for Authority to Serve as GSA.** Upon its formation pursuant to this Agreement, the Authority shall serve as the GSA for the Basin and shall make any and all necessary filings with regulatory agencies to become and serve as the GSA for the Basin prior to June 30, 2017. In approving this Agreement and electing for the Authority to serve as the GSA for the Basin, Members shall comply with Water Code section 10723(b), including any public notice and hearing requirements.

3.5 **Purposes of the Authority.** The purposes of the Authority are to:

a. Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

b. Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;

c. Become and serve as the GSA for purposes of management of the Basin within Colusa County in accordance with SGMA; and

d. Develop, adopt and implement a legally sufficient GSP(s) for the Basin, subject to the limitations set forth in this Agreement, and in cooperation and coordination with neighboring GSAs.

MINOR CLARIFICATIONS

3.6 **Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members and any and all additional powers granted by SGMA, as set forth in Water Code Part 2.74, Chapter 5, section 10725, *et seq*. The powers of the Authority shall be coextensive with the authorities granted by SGMA, as it may be amended from time to time. Amendments to SGMA by the California Legislature, and the resulting modification of powers of the Authority, shall not constitute an amendment of this Agreement. SGMA authorities, as they exist on the effective date of this Agreement, are attached hereto as **Exhibit D**.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

3.7 **Designation.** Pursuant to Government Code section 6509, the Members hereby designate the County of Colusa for purposes of determining restrictions upon the manner of exercising the power of the Authority.

3.8 **Powers Reserved to Members.** Each of the Members reserves the right, in its sole and absolute discretion, to:

a. Maximize input to the Plan chapter or section of the GSP adopted by the Authority as applicable within the Member's boundaries;

b. Subject to applicable limitations in this Agreement, implement GSP actions adopted by the Authority within the Member's boundaries;

c. Withdraw from this Agreement and become its own GSA, to the extent authorized by SGMA, and to thereafter exercise the powers conferred to a GSA, within the Member's boundaries;

d. Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member's police power and land use authority;

e. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement.

3.9 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.4 of this Agreement.

3.10 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **Exhibit B**.

3.11 **Role of Members.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement, including actions specifically required by this Agreement. The support and participation of each Member is important to the success of the Authority.

3.12 **Other Officers and Employees.** ~~The Members do not anticipate that the Authority will have any employees. However, t~~The Authority may:

a. Provide that any employee of a Member, and subject to a written agreement between that Member and the Authority, may be in the nature of an independent contractor of the Authority, and shall perform, unless

REMOVED – CGA MAY HIRE EMPLOYEES IN THE FUTURE

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

otherwise provided by the Board, the same various duties for the Authority as for his or her employer in order to carry out this Agreement;

b. Engage one or more Members or third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager is appointed, and consistent with Article 3.12.a., the manager shall at all times maintain exclusive control over any employees of or contractors to the manager assigned to perform services under the manager's contract with the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals;

c. Employ or contract for competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the ~~objects~~ objectives and purposes of SGMA, and complete a GSP.

3.13 Engagement of Consultants.

Commented [AD1]: Moved from Exhibit E Seems mo appropriate for the body of the JPA. (See JPA Sec. 3.12)

a) **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.

b) **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed and approve all consultant and related contracts. The Board of Directors may direct a subcommittee of the Board to develop and approve requests for proposals prior to their release, review proposals and act as interview panel, and ultimately bring a recommendation for consultant selection to the Board.

~~c~~d.

ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows:

MINOR EDITS FOR CLARIFICATION

- One member of the Colusa County Board of Supervisors, appointed by the County Board of Supervisors;

- One member of the Colusa City Council, appointed by the City of Colusa City Council;
- One member of the Williams City Council, appointed by the City of Williams City Council;
- One member of the Board of the Glenn-–Colusa Irrigation District, appointed by the Glenn-–Colusa Irrigation District Board;
- One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members;
- One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members;
- One member of the Board of the Colusa County Water District, appointed by the Colusa County Water District Board;
- One member of the Board of Reclamation District 108, appointed by the Reclamation District 108 Board;

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

- One member of the Board of Reclamation District 479, appointed by the Reclamation District 479 Board;
- One member of the Board of the Colusa Drain Mutual Water Company, proposed by the Colusa Drain Mutual Water Company, which will be appointed by the Authority;
- Two representatives of private groundwater pumpers, recommended by the Colusa County Groundwater Commission and appointed by the Colusa County Board of Supervisors, who are members of the Colusa County Groundwater Commission.

a. **Modifications to Board.** The composition of the Board of Directors may be modified from time to time to reflect the withdrawal or termination of any Member or the admission of any new Member to the Authority, subject to the procedures provided herein. Admission and withdrawal of new Members, and modifications to the Board of Directors to reflect such changes, shall not constitute an amendment of this Agreement.

b. **Alternates to Board members.** The appointing authority of each Member, as set forth above, ~~may~~ shall appoint an alternate or alternates to the Board. Alternates shall be identified to the Board at the same time as Board appointments, and any modifications to a Member's alternate or alternates as soon as practicable after such modification has been made. Alternates may vote on all matters before the Authority in the absence of the appointed Board member or representative. Each alternate shall be informed of the business of the Authority and the actions to be taken when acting on behalf of a Board member. The Board may in the future adopt additional procedures for the qualification and appointment of alternate Board members, and for the voting rights of such alternates.

~~c.~~ All members of the Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700).

CHANGE FROM "MAY" TO "SHALL" SO EACH AGENCY WILL HAVE AT LEAST ONE ALTERNATE BOARD MEMBER

4.2 **Term of Directors.** Each member of the Board of Directors, and alternates to the Board member, will serve at the pleasure of its appointing authority, which shall have the authority to appoint and remove its appointees in its sole and absolute discretion. Each appointing authority shall notify the Authority in writing of its designated Board members and alternate Board members.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, and a secretary, and shall appoint a Treasurer as provided in Article 5.7. The chairperson and vice-chairperson shall be Directors of the Board and the secretary may, but need not, be a Director of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board.

Commented [mmf2]: Executive Committee recomme appointment of a Treasurer

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

~~4.3~~4.5 **Quorum.** A majority of the Board of Directors will constitute a quorum for the purpose of conducting business, unless there is an even number of Directors on the Board of Directors, in which case a quorum may be established with half the Board members.

~~4.4~~4.6 **Voting.** Except as to actions identified in Section 4.7, the Board of Directors will conduct all business by vote of a majority of the Directors present, if a quorum shall be established, and each Director shall have one (1) vote. Prior to voting, Board members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Board. If any Board member or Member strongly objects to a consensus-based decision prior to a vote being cast, the Board shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Article 4.6 or Article 4.7 below, as applicable.

~~a. At the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend that the voting structure described in this Article 4.6 be modified in any respect. If the Board of Directors recommends such modification, the governing body of each Member shall consider the recommended modification(s) and shall report back to the Board of Directors regarding the Member's position thereon.~~

THIS WAS DISCUSSED A BOARD MEETING AFTER THE 2-YEAR ANNIVERSARY. NO BOARD MEMBER WANTED TO CHANGE THE VOTING STRUCTURE AT THAT TIME. THERE IS NOT A RECOMMENDATION FROM THE EXECUTIVE COMMITTEE TO CHANGE THE VOTING STRUCTURE.

~~4.5~~4.7 **Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote of the Directors present:

a. Approval of the Authority's annual budget and amendments to the annual budget, consistent with Article 5 and **Exhibit E**;

b. Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;

c. Decisions concerning property acquisition and ownership;

d. Decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority's annual budget, and concerning contracts exceeding monetary thresholds determined by the Board;

e. Issuance of bonds or other indebtedness;

f. Adoption of rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;

g. Decisions related to the establishment of the Members' funding obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1 and **Exhibit E**, or any amendments or modifications of Members' funding obligations;

h. Adoption of a GSP and any amendments or modifications of a GSP;

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

i. Decisions related to Basin boundary adjustments;

j. Adoption of procedures for the appointment of Officers and alternate Board members, and for the voting rights of such alternates; and

k. Involuntary removal of any Member pursuant to Article 6.2.

~~4.6~~4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the "Ralph M. Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

~~4.7~~4.9 **Rules, Regulations, By-Laws and Ordinances.** The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

~~4.8~~4.10 **Administrator.** The Administrator of the Authority shall be responsible for carrying out all administrative duties necessary for the day to day functioning of the Authority. ~~Members hereby designate Colusa County to serve as administrator of, and keeper of records for, the Authority.~~ The Members have designated a staff member of Colusa County as Administrator and will reimburse the County for Staff's services, as provided in the Administrator Staff Services Agreement between the Authority and the County of Colusa.

Commented [mmf3]: A separate Staff Services Agree as been drafted by Colusa County and reviewed/approved by Counsel

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Funding; Initial Contributions and Expenses.** ~~Upon execution of this Agreement, and for a period not to exceed the earlier of (a) two years or (b) adoption of an alternative funding plan approved by the Board, the~~ The Members ~~have~~ agreed to share the initial operating and administrative costs of operating the Authority in accordance with the percentages set forth in the Initial Funding and Administrative Services Agreement attached as **Exhibit E** hereto, including **Exhibit F** and **Exhibit G**, which are hereby incorporated into this Agreement. The Members hereby acknowledge that each Member's obligations set forth in the Initial Funding and Administrative Services Agreement has been fully satisfied. ~~Each Member will make quarterly payments of its share of the operating and administrative costs. Members shall make payments as required in the Funding Agreement within thirty (30) days of the payment accrual dates in the Funding Agreement. Each Member will be solely responsible for identifying and allocating funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and separate obligation of the Member and not a joint obligation with those of the other Members.~~

Commented [mmf4]: Edited after September 2020 Bo Meeting. (AD)

Commented [MF5]: Edit – 12/22/2020 CGA Board M

EDITS TO ADDRESS BOARD MEMBER COMMENT AT 9/22/2020 BOARD MEETING

5.2 **Funding Plan; Long-Term Funding.** Upon the formation of the Authority, the Board of Directors shall work diligently on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative costs of the Authority. The long-term funding plan shall supersede and replace the initial funding plan described in section 5.1 above, at the earliest possible date.

ORIGINAL JPA STATES THAT THE LONG-TERM FUNDING PLAN MAY INCLUDE A PROVISION FOR REIMBURSEMENT (5.2a). MEMBER AGENCY REIMBURSEMENT WAS DISCUSSED AT THE MARCH, 2019 BOARD MEETING. THE BOARD VOTED TO DIRECT STAFF TO NOT INCLUDE AGENCY REIMBURSEMENT IN THE CURRENT OPERATIONS FEE AND TO

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

a. The long-term funding plan may include a provision for reimbursement or offset of the Members' initial funding contributions pursuant to section 5.1 above, as authorized by law. The Board will revisit Member Agency reimbursement in five years after implementation of the Operations Fee which was adopted on June 5, 2019.

b. If a time comes when a long-term funding plan is unlikely to be adopted and implemented ~~within two years of this Agreement~~, the Board shall meet and confer with the Members to determine how to fund the activities of the Authority ~~beyond the initial two years~~, or to take other appropriate action including but not limited to, termination of the Authority.

REVISED AS THE 2 YEARS HAS PASSED

~~c. To the extent that the County is engaged to provide long-term services to the Authority pursuant to Article 5.2, the Authority will be charged for services provided consistent with the County's Indirect Cost Allocation Plan. Because charges may be approved by the State up to two years after they are incurred, individual members may be responsible for expenses up to two years after the Authority is dissolved.~~

NO LONGER RELEVANT

~~5~~3 **Indemnification.** Members, Directors, officers, agents and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and members of the Board, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

a. The Authority shall be required to obtain insurance, or join a self- insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Authority, and/or any self-insurance programs joined by the Authority, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

~~5~~5.4 **Repayment of Funds.** Unless the Board determines otherwise, no refund or repayment of the initial commitment of funds specified in Article 5.1 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.5

5.5 Budget. The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than ~~March 1~~May 1 of the preceding fiscal year. A copy of the adopted budget shall be submitted to the ~~County Auditor-Controller~~Authority's designated b~~B~~ookkeeping service for inclusion in the financial system.

5.6 **Alternate Funding Sources.** The Board may obtain State of California or federal ~~Grants~~grants, Foundation grants, or other available funding to help the Authority carry out its work.

5.7 **Depositary, Treasurer, Auditor and Controller.** The Treasurer of the Authority shall initially be the County Treasurer, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in separate accounts in the name of the Authority, as designated by the Board, and not commingled with any other ~~County~~ Fund, including funds of any Member, or any other person or entity. The Board may elect to appoint a different Treasurer and Auditor, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5, or may appoint one of its officers or employees to serve either or both positions, as further provided by Government Code section 6505.6.

Commented [mf6]: A new Treasurer was not appointe
Executive Committee recommends appointment of a Treas

5.8 **Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices consistent with, those utilized for similar public agencies. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually or bi-annually in accordance with the provisions of Government Code section 6505. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination. Copies of the Fiscal Year 2017/2018 audit report shall be filed with the State controller and each member by March 31, 2019.

5.10 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval ~~and written order~~ of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board, and are subject to Authority cash balances.

5.11 **No Member Liability.** As provided by Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

REVISED DATE OF BUDGET ADOPTION FROM MARCH 1 TO MAY 1 TO PROVIDE MORE TIME TO DEVELOP FINAL BUDGETS

NO LONGER USING COUNTY SERVICES

ADDED OTHER OPTIONS FOR ALTERNATIVE FUNDING SOURCES

REMOVED "WRITTEN ORDER"

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

61 **Addition to Membership.** Any local agency within the Basin that is qualified to be a GSA pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of its effective date, is eligible to become a Member of the Authority subject to the requirements in this Article 6.1. Such local agency must notify the Authority in writing of its intent to become a Member, and the Authority shall confirm the local agency's membership in writing within sixty (60) days, provided the local agency's notice of intent includes all of the following verifications:

a. The local agency is qualified to be a GSA under the applicable requirements of Water Code section 10723;

b. The local agency agrees to become a Member of and signatory to this Agreement, and subject to all requirements, rights and obligations of this Agreement;

c. The local agency agrees to contribute a proportionate share of the costs of the Authority, as reasonably determined by the Board of the Authority. Such costs may include, at the discretion of the Board, reasonable reimbursement for costs incurred in the formation and early implementation of the Authority pursuant to Article 5.1 and the Funding Agreement.

The Board's written confirmation of the new membership will serve as an addendum to this Agreement, and to **Exhibit A**, and shall ratify the admission of the new Member to the -Authority. Such addendum does not constitute an Amendment of this Agreement, nor does it require separate approval of this Agreement by the Members. Upon written confirmation by the Board of the new membership, such new Member may appoint a Board member and alternates as provided in Article 4.1, and shall be entitled to participate in the Authority as provided herein.

62 **Noncompliance; Involuntary Removal.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in this Article 6.2. Such actions may include, for example and without limitation, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to implement measures as may be required of the Member by the GSP, or which the Member has authority to impose on landowners and pumpers within the Member's jurisdiction. Involuntary removal may only be exercised by the Board after participating in a meet and confer process regarding the proposed involuntary removal and otherwise pursuing other reasonable efforts to resolve the Member's non-compliance, including third party neutral dispute resolution processes if appropriate as provided in Article 8.6. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6263 **Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective ninety (90) days after receipt of written notice to the

Authority, provided that the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority up until the effective date of the Member's withdrawal; except that, a withdrawing Member will not be responsible for any obligation or liability that the Member has voted against or has voiced its disapproval on at a Board meeting, provided the Member provides written notice of its withdrawal from the Authority within three days of the Board action. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

6.364 **Termination.** This Agreement may be terminated and the Authority dissolved by a unanimous vote of the Board. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5. Nothing in this Article will prevent a Member from withdrawing from this Agreement and the Authority as provided for in this Agreement, or from entering into other joint exercise of power agreements.

6.465 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to any obligation required by Articles 5.

6.566 **Rights of Member to Become GSA in Event of Withdrawal or Removal.** Upon withdrawal or involuntary removal of a Member, or termination of this Agreement pursuant to Article 6.4, whether occurring before or after June 30, 2017, the withdrawing or removed Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or removed Member's boundaries being in a GSA, as designated by the withdrawing or removed Member or otherwise,
(ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or removing Member and so notify the California Department of Water Resources.

6.7 **Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries.

ARTICLE 7: PROJECTS AND MANAGEMENT ACTIONS

7.1 **Special Project Agreements.** Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 7.1 shall conflict with the terms of this Agreement or the GSP.

7.2 **Special Project Expenses.** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. Special project expenses shall be paid by the parties to the respective special project agreements.

7.3 **Indemnification of Other Members; Special Projects.** Members participating in special project agreements, if the Authority is a party to such agreement, shall hold each of the other Members who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 5.3 for Members in general, except that they shall be limited to liabilities incurred for the special project.

7.4 **Identified Management Actions.** In the development of this Agreement certain Members have identified particular activities and strategies that should be considered by the Authority as it develops the GSP. Without predetermining how these activities and strategies will be considered and implemented, the Members hereby direct the Authority to consider the following in the development of the GSP, without limitation:

a. Formation of management areas or other tools to address unique or particular circumstances in the Basin;

b. Development of water budgets and other accounting practices to facilitate sustainable groundwater management;

c. Utilization of groundwater banking concepts to maximize the use of the Basin for the benefit of the Members and residents in the Basin, consistent with SGMA's goals and objectives.

ARTICLE 8: MISCELLANEOUS PROVISIONS

81 **Amendments.** This Agreement may be amended from time to time by a two- thirds (2/3) vote of the Members; except that a unanimous vote of the Members shall be required for amendments to provisions of this Agreement regarding withdrawal of Members, including but not limited to withdrawals pursuant to Article 6.3. Except as otherwise provided herein, the Authority may not amend the terms of this Agreement.

8182 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

~~82~~83 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, delivered to the address or facsimile numbers of the Members listed in **Exhibit A**.

~~83~~84 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

~~84~~85 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

~~85~~86 **Dispute Resolution.** The Board of the Authority shall develop rules and policies for third party neutral dispute resolution to resolve disputes that may arise under this Agreement.

~~86~~87 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

~~87~~88 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

~~88~~89 **Construction and Interpretation.** This Agreement has been arrived at through negotiation, and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

~~89~~810 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By_____
City of Colusa

By_____
County of Colusa

By_____
Colusa County Water District

By_____
Colusa Drain Mutual Water Company

By_____
Glenn Colusa Irrigation District

By_____
Maxwell Irrigation District

By_____
Princeton-Codora-Glenn Irrigation District

By_____
Provident Irrigation District

By_____
Reclamation District 108

By_____
Reclamation District 479

By_____
Westside Water District

By_____
City of Williams

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT A

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT A

MEMBER ENTITIES ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

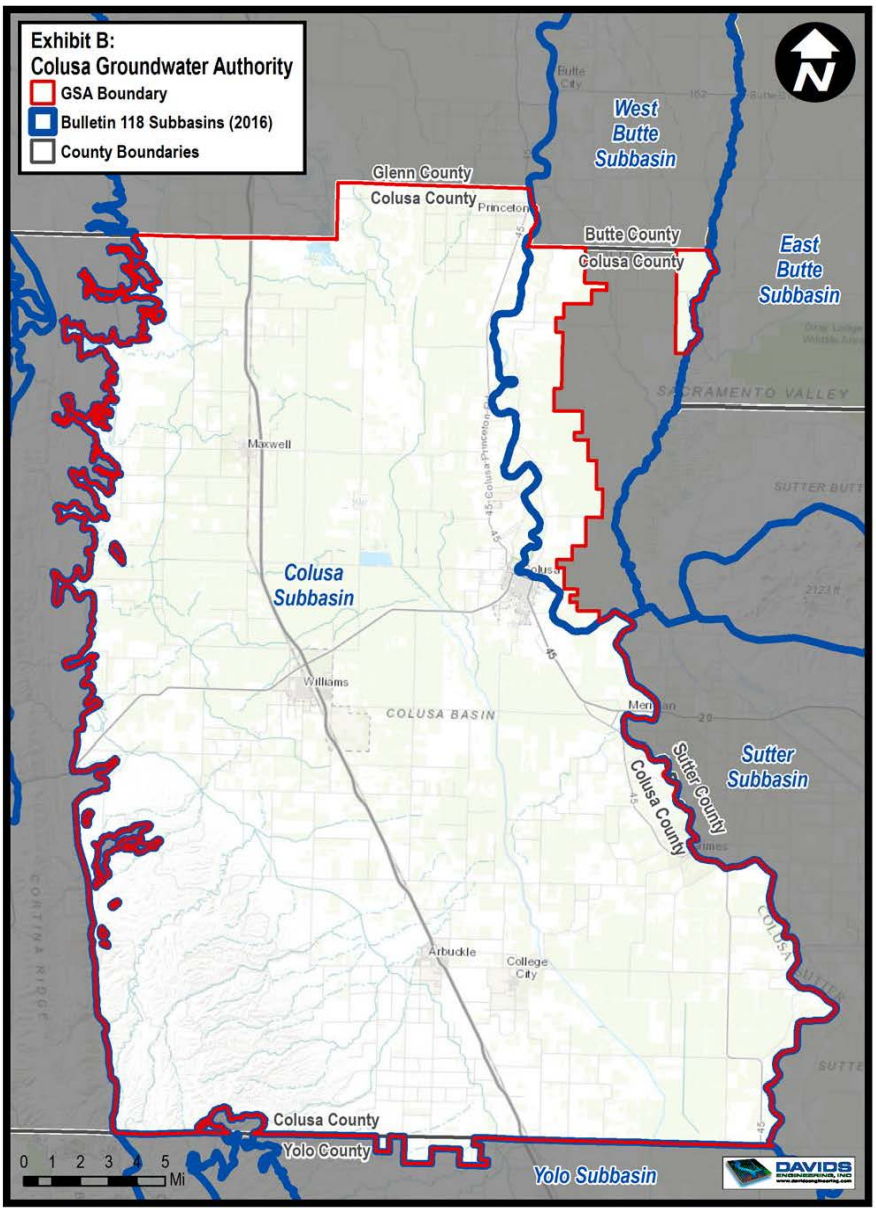
- Colusa County Board of Supervisors
- Colusa City Council
- Williams City Council
- Glenn Colusa Irrigation District
- Maxwell Irrigation District
- Westside Water District
- Princeton-Codora-Glenn Irrigation District
- Provident Irrigation District
- Colusa County Water District
- Reclamation District 108
- Reclamation District 479
- Colusa Drain Mutual Water Company

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT B

Commented [mmf7]: Fahey to update per 2018 BBM

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa



Map edited: 5/8/2017

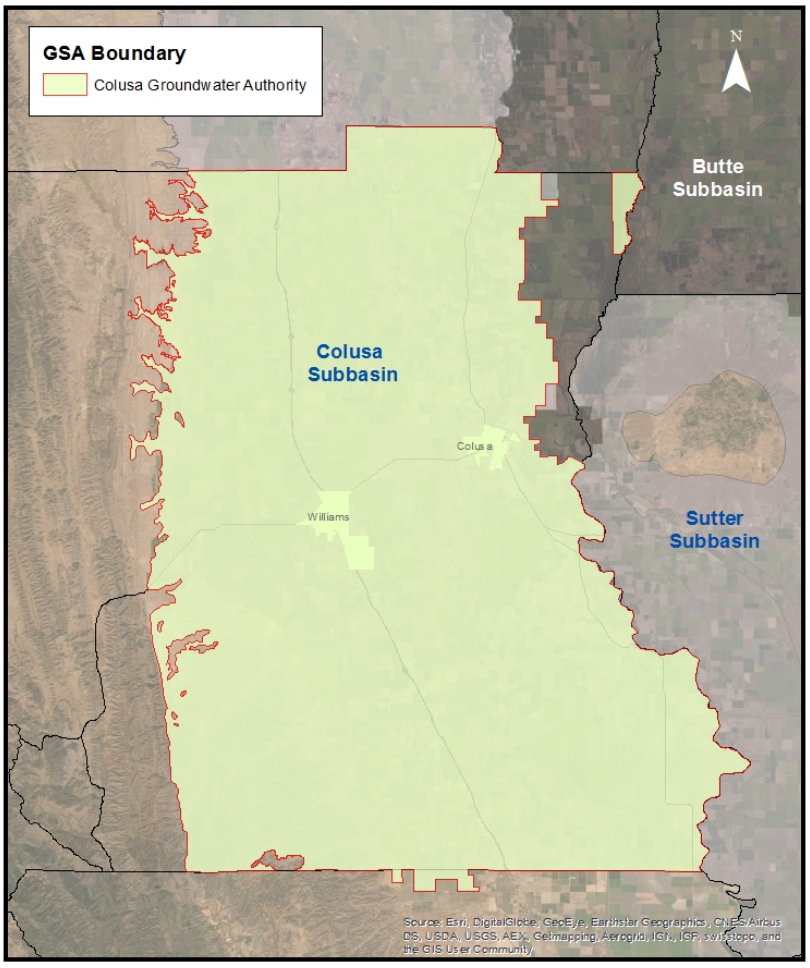
Commented [mmf8]: Old Map

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Commented [mmf9]: New Map

EXHIBIT B: COLUSA GROUNDWATER AUTHORITY (CGA)



Last Update: 9/3/2020

EXHIBIT C

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit C

Memorandum of Agreement

Defining Colusa Subbasin Groundwater Sustainability Interests

This Memorandum of Agreement (MOA) is made and entered into by and among the County of Colusa, the City of Colusa, the City of Williams, Glenn Colusa Irrigation District, Princeton-Codora-Glenn Irrigation District, Provident Irrigation District, Colusa County Water District, Maxwell Irrigation District, Westside Water District, Reclamation District 108, Reclamation District 479 *(Structure to be determined: Reclamation District 1004, Colusa Drain Mutual Water Company, Colusa County Private Pumpers)* which are referred to herein individually as a "Party" and collectively as "Parties," for the purposes of developing a joint exercise of powers agreement and joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOA shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOA.

Recitals

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act requires, among other things, sustainable management of groundwater basins, local management of groundwater, minimum standards for sustainable groundwater management, and provides local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act requires that all basins designated as high-or-medium priority basins designated in Department of Water Resources Bulletin 118 be managed under a Groundwater Sustainability Plan, or coordinated Groundwater Sustainability Plans, pursuant to the Act; and

WHEREAS, the Colusa Subbasin is located within the Sacramento Valley Basin and is designated as a medium priority basin; and

WHEREAS any local public agency is eligible to become a Groundwater Sustainability Agency (GSA); and

WHEREAS, a local public agency is defined in Section 10721 of the Act as an agency having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS, each of the Parties to this MOA is a local public agency within or partially within the County of Colusa and the Colusa Subbasin; and

WHEREAS several of the Parties have filed notices that they will act as a GSA for some portion of the subbasin within Colusa County.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

WHEREAS, there are groundwater extractors in the Colusa Subbasin, including private individuals and corporations, which are outside of the boundaries of public agencies signatory to this MOA, other than the County ("Unaffiliated Extractors"); and

WHEREAS, Unaffiliated Extractors in the Colusa Subbasin include Native American Tribes and federal agencies; and

WHEREAS, the water laws of the State of California recognize the priority of overlying groundwater rights relative to appropriative groundwater rights, and further recognize the correlative nature of overlying groundwater rights (that is, properties overlying a groundwater basin share an equal right and priority to the reasonable and beneficial use of the sustainable yield of the groundwater basin); and

WHEREAS, the Parties acting through this MOA intend to maintain an open line of communication and to work cooperatively with local Native American Tribes and federal agencies during SGMA planning and implementation; and

WHEREAS, the Parties, acting through this MOA intend to work cooperatively with other local agencies and Unaffiliated Extractors in the Colusa Subbasin to manage the Subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, the Parties intend to execute a Joint Exercise of Powers Agreement pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq., for the purpose of forming a single GSA to manage the Colusa Subbasin consistent with the Act and pursuant to the principles in this MOA; and

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the GSA;

NOW, THEREFORE, the Parties hereby agree as follows.

Section 1. Definitions

As used in this MOA, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Agency" means the Colusa County Groundwater Sustainability Agency, formed pursuant to the Agreement.
3. "Agreement" means the Joint Exercise of Powers Agreement, as authorized by Government Code section 6500, et seq., contemplated in this MOA, which will establish the Agency for purposes of developing and implementing the Plan contemplated herein.
4. "Beneficial Uses and Users" include, without limitation, all current and future potential beneficial uses and users of groundwater in the Colusa Subbasin, as well as other parties responsible for implementing and carrying out the Plan.
5. "Committee" shall mean any committee established pursuant to this MOA.
6. "County" shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
7. "Department" means the California Department of Water Resources.
8. "Effective Date" means the date on which the last Party executes this MOA.
9. "Fiscal Year" means July 1 through June 30.
10. "Governing Board" means the governing body of the Agency.

11. "Member's Governing Body" means the respective Board of Directors or other voting body that controls each individual local public agency that is signatory to this MOA.
12. "Party" and "Parties" shall mean all organizations, individuals and collectives that are signatories to this MOA.
13. "Plan" refers to the Groundwater Sustainability Plan adopted by the Agency in coordination with the [Stakeholders/Beneficial Interests] pursuant to the Agreement.
14. "State" means the State of California.
15. "Subbasin" or "Colusa Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

Section 2. Purpose

2.1 The purpose of this MOA is to describe general and specific principles that reflect mutual understanding of the Parties concerning commitments and obligations associated with implementing the Act in the Colusa Subbasin to lead to the creation of a multi-party joint powers agency that will serve as the Agency.

2.2 This MOA also describes the Parties' understanding of the Agency's initial tasks and associated potential costs to implement the Act (as described in Section 6).

2.3 A potential purpose for this MOA is to serve as the legal agreement by which the Parties operate as a Groundwater Sustainability Agency during the time that the Parties are creating a multi-party joint powers agency that will serve as the Agency.

Section 3. Term

3.1 This MOA shall become effective upon execution by each of the Parties and shall continue in full force and effect until the earliest of the following events occurs:

3.1.1. Execution of the Agreement, or

3.1.2. Twelve months from the date of execution of this MOA.

Section 4. General Principles of Understanding

This Section 4 reflects the mutual general goals, objectives and understandings of the Parties to this MOA with respect to development of the Agreement.

4.1 A partnered approach should be fostered for sustainable groundwater management in the Colusa Subbasin that, among other things, supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, rights, needs and concerns; and ensures appropriate representation of all Beneficial Uses and Users.

4.2 Local control of groundwater and compliance with the Act should be preserved to the maximum extent practicable, and State intervention to implement the Act should be avoided to the extent possible.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

4.3 Implementation of the Act may be expensive and all Beneficial Uses and Users will need to contribute to implementation. Failure to implement the Act locally could result in State intervention and even greater costs and regulation.

4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of Beneficial Use and Users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided that such proposed partnership also creates and maintains collegial relationships and flexible implementation of the Act.

4.5 As authorized by Section 10723.6 (a) of the Water Code, the Parties intend to form and participate in a single multi-agency GSA covering the portions of the Subbasin that lie within the County. To this end, the Parties intend to execute an Agreement and form the Agency not later than June 30, 2017, and the Agreement will include procedures for other local agencies within the Colusa Subbasin to be added to the Agreement and the Agency at a later date.

4.6 Local agencies within the Colusa Subbasin that are Parties to this MOA, and which have previously filed with the Department notices to become GSA's for their respective service areas, will concurrently with one another, and upon execution of the Agreement formally withdraw said notices, not later than June 30, 2017, and will comply with and carry out the Act through the Agency in cooperation with Beneficial Uses and Users. If the Agreement is not executed and the Agency is not formed by June 30, 2017, the local agencies will comply with and carry out the Act in cooperation with Beneficial Uses and Users through this MOA until one of the events in Section 3.1 occurs.

4.7 Pursuant to the Act, all Beneficial Uses and Users of groundwater will be subject to the Agreement and Plan, and the Parties intend that all Beneficial Uses and Users will cooperate with the Agency and abide by the guidelines put forth in the Agency's Plan for the Subbasin.

4.8 Being a Party to this MOA is not a condition to participate in Plan development. All Beneficial Uses and Users have an equal opportunity, either directly or through appropriate representation on the governing board of the Agency, to participate in Plan development.

4.9 No Party's land or property use, or any other authority, is limited by this MOA.

4.10 Sustainable groundwater conditions in the Colusa Subbasin are critical to support, preserve, and enhance the economic viability, social well-being and culture of all Beneficial Uses and Users, including tribal, domestic, municipal, agricultural, and industrial users.

4.11 Unsustainable groundwater practices threaten the groundwater resources of all groundwater users in the Colusa Subbasin.

4.12 Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

4.13 Economic prosperity and healthy natural resources in the County can be threatened by the lack of available groundwater and surface water resources, and such threats should be avoided to the maximum extent practical.

4.14 All Beneficial Uses and Users should have an open, transparent and timely opportunity to engage with the Agency and to provide input on Plan development and implementation of the Act. Extensive outreach is a priority of all Parties to this MOA, to inform Beneficial Uses and Users about implementation and potential effects of the Act, and to ensure Beneficial Uses and Users are involved in the process where practical.

4.15 Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party maximum input to any Plan chapter or section applicable to the Party and the Beneficial Uses and Users that exist or will exist in a Party's service area or jurisdiction, and should reflect the Party's authority and desire to manage the water resources available to its constituents or customers, provided such management is consistent with sustainability requirements of the Act and Plan.

4.16 Overlying landowners in the Colusa Subbasin have a right to share in the sustainable yield of the Subbasin for reasonable and beneficial use on overlying land.

4.17 Act implementation is new for all County Beneficial Uses and Users, and there are many unknowns. Willingness by Parties and Beneficial Users to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

4.18 Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County is the Agency's first priority and main focus, especially in the early stages of Act implementation while all Beneficial Uses and Users work together to alleviate any existing fear and distrust.

4.19 The Parties understand and agree that this MOA and a Party's execution of the Agreement and participation in the Agency are subject to multi-party agreements being executed in other portions of the Colusa Subbasin outside of Colusa County for purposes of compliance with the Act. If similar multi-party agreements are not executed in other portions of the Colusa Subbasin outside of Colusa County, than a Party whose jurisdiction extends to portions of the Colusa Subbasin outside of Colusa County may withdraw from this MOA or the Agreement, and proceed independently under the Act.

Section 5. Specific Principles of Understanding

This Paragraph 5 reflects the Parties' mutual specific goals, objectives and understanding concerning development of the Agreement and the Agency, and future implementation of the Act.

5.1 Governance and Implementation of the Act

5.1.1 Pursuant to Water Code section 10724, and for purposes of making appointments to the governing board of the Agency, the County will represent the common and unique interests of groundwater extractors located in the areas of the Subbasin that are not within the jurisdictional boundary of local agencies that are a Party to the Agreement, other than the County.

5.1.2 The Agency will implement the Act in a manner that optimizes the Act's goals to achieve sustainable groundwater conditions which support the vital agricultural economy in the County, other industry, and domestic and public water uses.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.1.3 The governing board of the Agency will, consistent with state law regarding joint powers authorities, reflect diverse representation of Beneficial Uses and Users within the Colusa Subbasin and will include representatives of Parties to the Agreement. Mutual water companies and other private pumpers may be represented on the governing board as County appointees.

5.1.4 The Agency will pursue financial and infrastructure solutions and beneficial partnerships with Parties and other entities to provide sustainable water supplies within the Colusa Subbasin.

5.1.5 Local agencies that are signatories to the Agreement will reserve the right to withdraw from the Agreement and Agency if the local agency determines it is no longer in the Party's best interests to remain in the Agency. Any local agency that is formed after the date of the Agreement will have the right to become a Party to the Agreement and participate in the governance of the Agency.

5.1.6 Governance and implementation under the Agreement will be designed to avoid duplicative or conflicting governmental authorities to the maximum extent possible. Each Party will have maximum input regarding provisions of the Plan affecting groundwater within its own boundaries. Each Party retains and preserves powers and authority to regulate groundwater use within its boundaries so long as its actions are consistent with achieving sustainability consistent with the Groundwater Sustainability Plan (GSP).

5.1.7 As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent areas within and outside of the Subbasin.

5.1.8 Among other functions, the Agency will work with local agencies and other Beneficial Uses and Users to coordinate and facilitate intra-basin water transfers as appropriate and to avoid one or more of the six undesirable results defined by the Act:

1. Chronic lowering of groundwater levels
2. A reduction in groundwater storage
3. Degradation in water quality
4. Land subsidence
5. Surface water depletion
6. Impacts on groundwater dependent ecosystems

5.2 Sustainability

5.2.3 Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and other Beneficial Uses and Users. The specifics of such sharing will be an element of the Agreement.

5.2.2 Groundwater conditions throughout the County and Subbasin are not uniform. Conditions vary by location, surface water conditions, precipitation and water year type. While all Beneficial Uses and Users will share the obligation to achieve sustainability, solutions will need to reflect these geographic and hydrogeographic differences.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.2.3 The Parties agree that the Plan encourages utilization of surface water to its full extent as available and feasible, and groundwater is conserved for use during dry periods when surface water is not readily available or affordable.

5.2.4 The Parties agree that the Plan should recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water use, distribution, and applications.

5.2.5 The Agency recognizes that groundwater recharge occurs through many different means. Applied surface water, precipitation, porous supply and drain ditches, and Best Management Practices utilized by beneficial users contribute to the basins recharge. Studies will quantify the availability of such recharge and provisions will be included in the GSP to ensure that future groundwater extractions are consistent with quantified recharge and the sustainable yield of the Colusa Sub-Basin.

5.2.6 The Parties agree that the Plan should encourage all Beneficial Uses and Users, whether using surface water or groundwater in the basin, to maximize the beneficial use water consistent with their respective rights, and provide for mitigation of impacts on waterways, creeks, streams and rivers.

5.2.7 The Parties agree that the Plan should encourage board members to act on behalf of and represent all landowners within their service areas to ensure collective compliance with the Act.

5.2.8 The Parties agree that the Plan should encourage surface water users to use surface water and groundwater for in-basin transfers to meet local demands. Fallowing transfers will also occur both in and outside of the Subbasin, with transfer quantities based on avoided consumptive use.

5.2.9 The Parties agree that the Plan should encourage surface water transfers to potentially serve as a tool to settle disputes over environmental obligations such as dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. The Parties agree that the Plan should encourage Agency members to agree to coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

5.3 Agency Financing and Support

5.3.1 The Parties agree that the Agreement and Plan should include provisions for Party contributions of capital and operating funds, personnel, services, equipment or property to cover the Agency and Plan development.

5.3.2 The Parties agree that the Agreement and Plan should encourage and recognize that there will be costs for the development, implementation and administration of the Plan, the Parties must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit C

5.4 Flexibility of the Agency

5.4.1 The Parties agree that the Agreement and Plan should encourage maximum flexibility to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the Parties build their relationships and mutual trust.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT D

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit D

Water Code - WAT

DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999]

(Heading of Division 6 amended by Stats. 1957, Ch. 1932.)

PART 2.74. Sustainable Groundwater Management [10720 - 10737.8]

(Part 2.74 added by Stats. 2014, Ch. 346, Sec. 3.)

CHAPTER 5. Powers and Authorities [10725 - 10726.9]

(Chapter 5 added by Stats. 2014, Ch. 346, Sec. 3.)

10725.

(a) A groundwater sustainability agency may exercise any of the powers described in this chapter in implementing this part, in addition to, and not as a limitation on, any existing authority, if the groundwater sustainability agency adopts and submits to the department a groundwater sustainability plan or prescribed alternative documentation in accordance with Section 10733.6.

(b) A groundwater sustainability agency has and may use the powers in this chapter to provide the maximum degree of local control and flexibility consistent with the sustainability goals of this part.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.2.

(a) A groundwater sustainability agency may perform any act necessary or proper to carry out the purposes of this part.

(b) A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.

(c) In addition to any other applicable procedural requirements, the groundwater sustainability agency shall provide notice of the proposed adoption of the groundwater sustainability plan on its Internet Web site and provide for electronic notice to any person who requests electronic notification.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit D

10725.4.

(a) A groundwater sustainability agency may conduct an investigation for the purposes of this part, including, but not limited to, investigations for the following:

(1) To determine the need for groundwater management.

(2) To prepare and adopt a groundwater sustainability plan and implementing rules and regulations.

(3) To propose and update fees.

(4) To monitor compliance and enforcement.

(b) An investigation may include surface waters and surface water rights as well as groundwater and groundwater rights.

(c) In connection with an investigation, a groundwater sustainability agency may inspect the property or facilities of a person or entity to ascertain whether the purposes of this part are being met and compliance with this part. The local agency may conduct an inspection pursuant to this section upon obtaining any necessary consent or obtaining an inspection warrant pursuant to the procedure set forth in Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.6.

A groundwater sustainability agency may require registration of a groundwater extraction facility within the management area of the groundwater sustainability agency.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.8.

(a) A groundwater sustainability agency may require through its groundwater sustainability plan that the use of every groundwater extraction facility within the management area of the groundwater sustainability agency be measured by a water-measuring device satisfactory to the groundwater sustainability agency.

(b) All costs associated with the purchase and installation of the water-measuring device shall be borne by the owner or operator of each groundwater extraction facility. The water-measuring devices shall be installed by the groundwater sustainability agency or, at the groundwater sustainability agency's option, by the owner or operator of the groundwater extraction facility. Water-measuring devices shall be calibrated on a reasonable schedule as may be determined by the groundwater sustainability agency.

(c) A groundwater sustainability agency may require, through its groundwater sustainability plan, that the owner or operator of a groundwater extraction facility within the groundwater sustainability agency file an annual statement with the groundwater sustainability agency setting forth the total extraction in acre-feet of groundwater from the facility during the previous water year.

(d) In addition to the measurement of groundwater extractions pursuant to subdivision (a), a groundwater sustainability agency may use any other reasonable method to determine groundwater extraction.

(e) This section does not apply to de minimis extractors.

(Amended by Stats. 2015, Ch. 303, Sec. 551. Effective January 1, 2016.)

10726.

An entity within the area of a groundwater sustainability plan shall report the diversion of surface water to underground storage to the groundwater sustainability agency for the relevant portion of the basin.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.2.

A groundwater sustainability agency may do the following:

(a) Acquire by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of this part.

(b) Appropriate and acquire surface water or groundwater and surface water or groundwater rights, import surface water or groundwater into the agency, and conserve and store within or outside the agency that water for any purpose necessary or proper to carry out the provisions of this part, including, but not limited to, the spreading, storing, retaining, or percolating into the soil of the waters for subsequent use or in a manner consistent with the provisions of Section 10727.2. As part of this authority, the agency shall not alter another person's or agency's existing groundwater conjunctive use or storage program except upon a finding that the conjunctive use or storage program interferes with implementation of the agency's groundwater sustainability plan.

(c) Provide for a program of voluntary fallowing of agricultural lands or validate an existing program.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(d) Perform any acts necessary or proper to enable the agency to purchase, transfer, deliver, or exchange water or water rights of any type with any person that may be necessary or proper to carry out any of the purposes of this part, including, but not limited to, providing surface water in exchange for a groundwater extractor's agreement to reduce or cease groundwater extractions. The agency shall not deliver retail water supplies within the service area of a public water system without either the consent of that system or authority under the agency's existing authorities.

(e) Transport, reclaim, purify, desalinate, treat, or otherwise manage and control polluted water, wastewater, or other waters for subsequent use in a manner that is necessary or proper to carry out the purposes of this part.

(f) Commence, maintain, intervene in, defend, compromise, and assume the cost and expenses of any and all actions and proceedings.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.4.

(a) A groundwater sustainability agency shall have the following additional authority and may regulate groundwater extraction using that authority:

(1) To impose spacing requirements on new groundwater well construction to minimize well interference and impose reasonable operating regulations on existing groundwater wells to minimize well interference, including requiring extractors to operate on a rotation basis.

(2) To control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate, construction of new groundwater wells, enlargement of existing groundwater wells, or reactivation of abandoned groundwater wells, or otherwise establishing groundwater extraction allocations. Those actions shall be consistent with the applicable elements of the city or county general plan, unless there is insufficient sustainable yield in the basin to serve a land use designated in the city or county general plan. A limitation on extractions by a groundwater sustainability agency shall not be construed to be a final determination of rights to extract groundwater from the basin or any portion of the basin.

(3) To authorize temporary and permanent transfers of groundwater extraction allocations within the agency's boundaries, if the total quantity of groundwater extracted in any water year is consistent with the provisions of the groundwater sustainability plan. The transfer is subject to applicable city and county ordinances.

(4) To establish accounting rules to allow unused groundwater extraction allocations issued by the agency to be carried over from one year to another and voluntarily transferred, if the total quantity of groundwater extracted in any five-year period is consistent with the provisions of the groundwater sustainability plan.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(b) This section does not authorize a groundwater sustainability agency to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits. A groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

(Amended (as added by Stats. 2014, Ch. 346) by Stats. 2014, Ch. 347, Sec. 12. Effective January 1, 2015.)

10726.5.

In addition to any other authority granted to a groundwater sustainability agency by this part or other law, a groundwater sustainability agency may enter into written agreements and funding with a private party to assist in, or facilitate the implementation of, a groundwater sustainability plan or any elements of the plan.

(Added by Stats. 2015, Ch. 666, Sec. 3. Effective January 1, 2016.)

10726.6.

(a) A groundwater sustainability agency that adopts a groundwater sustainability plan may file an action to determine the validity of the plan pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure no sooner than 180 days following the adoption of the plan.

(b) Subject to Sections 394 and 397 of the Code of Civil Procedure, the venue for an action pursuant to this section shall be the county in which the principal office of the groundwater management agency is located.

(c) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance or resolution imposing a new, or increasing an existing, fee imposed pursuant to Section 10730, 10730.2, or 10730.4 shall be commenced within 180 days following the adoption of the ordinance or resolution.

(d) Any person may pay a fee imposed pursuant to Section 10730, 10730.2, or 10730.4 under protest and bring an action against the governing body in the superior court to recover any money that the governing body refuses to refund. Payments made and actions brought under this section shall be made and brought in the manner provided for the payment of taxes under protest and actions for refund of that payment in Article 2 (commencing with Section 5140) of Chapter 5 of Part 9 of Division 1 of the Revenue and Taxation Code, as applicable.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(e) Except as otherwise provided in this section, actions by a groundwater sustainability agency are subject to judicial review pursuant to Section 1085 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.8.

(a) This part is in addition to, and not a limitation on, the authority granted to a local agency under any other law. The local agency may use the local agency's authority under any other law to apply and enforce any requirements of this part, including, but not limited to, the collection of fees.

(b) Nothing in this part shall be construed as authorizing a local agency to make a binding determination of the water rights of any person or entity, or to impose fees or regulatory requirements on activities outside the boundaries of the local agency.

(c) Nothing in this part is a limitation on the authority of the board, the department, or the State Department of Public Health.

(d) Notwithstanding Section 6103 of the Government Code, a state or local agency that extracts groundwater shall be subject to a fee imposed under this part to the same extent as any nongovernmental entity.

(e) Except as provided in subdivision (d), this part does not authorize a local agency to impose any requirement on the state or any agency, department, or officer of the state. State agencies and departments shall work cooperatively with a local agency on a voluntary basis.

(f) Nothing in this chapter or a groundwater sustainability plan shall be interpreted as superseding the land use authority of cities and counties, including the city or county general plan, within the overlying basin.

(Amended by Stats. 2015, Ch. 255, Sec. 10. Effective January 1, 2016.)

10726.9.

A groundwater sustainability plan shall take into account the most recent planning assumptions stated in local general plans of jurisdictions overlying the basin.

(Added by Stats. 2014, Ch. 347, Sec. 14. Effective January 1, 2015.)

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT E

EXECUTIVE COMMITTEE DISCUSSED REMOVING EXHIBIT E BUT IT WAS DETERMINED THAT THERE ARE SEVERAL REFERENCES TO EX. E THROUGHOUT THE JPA SO IT CANNOT BE REMOVED.

INSTEAD, ITEMS IN EXHIBIT E THAT ARE NO LONGER RELEVANT AREPROPOSED TO BE DELETED.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit E

INITIAL FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT RECITALS

A. This Initial Funding and Administrative Services Agreement ("AGREEMENT") is incorporated as **Exhibit E** into the JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY ("JPA"), as if fully set forth therein. To the extent any terms or conditions of this **Exhibit E** conflict with the JPA, the terms and conditions of the JPA shall prevail.
B. The Members share the common goal of cost effective, sustainable groundwater management within the Basin.
C. This AGREEMENT is authorized pursuant to Government Code section 6500, *et seq*., and defines the Members' respective initial financial contributions and cost-share responsibilities for operational and administrative costs of operating the Authority, and for contracting and engaging for administrative and professional services, in furtherance of the JPA.

THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, the Members agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms herein shall be the same as in the JPA.

ARTICLE 2: FUNDING ~~AGREEMENT~~

2.1 **Budgets and Member Contributions**.

2.1.1 **Fiscal Year.** The Fiscal Year of the Authority shall be July 1 – June 30.

2.1.2 **Initial Budgets.** Budgets developed by the Members for Fiscal Years 2017-2018 and 2018-2019 are set forth in **Exhibit F** to the JPA, which is attached and hereby incorporated into this AGREEMENT. Budgets are based on estimates of acreages and populations of the individual Members, as depicted in the jurisdictional map attached hereto and incorporated as **Exhibit G**. ~~Budgets may be adjusted by approval of the Board of Directors, subject to the procedures provided in the JPA and Article 2.1.3 of this AGREEMENT.~~

2.1.3 **Funding Obligation Initial Budgets.** Each Member shall be responsible for funding a portion of said budget in accordance with the schedule set forth in **Exhibit F** ("Funding Obligation"). Members' Funding Obligation shall be paid in four equal installments, which shall accrue on July 1st, October 1st, February 1st, April 1st of Fiscal Years 2017/18 and 2018/19~~, during the term of this AGREEMENT.~~ .Such installment payments shall be made within thirty (30) days of each accrual date. The Authority may pursue interest and penalties for delinquent payments made more than thirty (30) days after each accrual date. If an installment payment is more than sixty (60) days delinquent from an accrual date, such delinquent Members' Board representative shall not be entitled to vote on matters before the Authority pursuant to Article 4 of the JPA, and such Board member shall not be counted as present for purposes of the supermajority voting requirements in Art. 4.7 of the JPA. The obligation of

Commented [mmf10]: Edited after September 2020 B Meeting

EDIT TO ADDRESS BOARD MEMBER COMMENT AT SEPTEMBER 22 BOARD MEETING

each Member to make payments under the terms and provisions of this AGREEMENT is an individual and separate obligation of the Member and not a joint obligation with those of the other Members.

2.1.4 **In-Kind Services.** This AGREEMENT does not contemplate in-kind services, but the Board of Directors may consider adopting policies for in-kind services in lieu of a Member or Members Funding Obligation, or as an off-set to such Funding Obligation. Any policy for in-kind services in lieu of, or an off-set to, Funding Obligations shall require a written agreement between the Board and the Member providing in-kind services, and such agreement shall include detailed provisions for tracking in-kind costs, rates, reimbursements and in-kind offsets.

2.1.5 **Verification of Authority.** Each Member hereby verifies and confirms that it has authority to enter into this Funding Agreement, and that it understands and hereby acknowledges its Funding Obligation as set forth in this Article 2.

ARTICLE 3: SERVICES AGREEMENT AND ENGAGEMENT OF CONSULTANTS

3.1 Agreement with County for Administrative Services. The Members have designated a staff member of Colusa County as Administrator and will reimburse the County for Staff's services, as provided in the Administrator Staff Services Agreement between the Authority and the County of Colusa.

Commented [mmf11]: A separate Staff Services Agr between CGA and County has been drafted

~~3.1.1 **Services Agreement between County and Authority.** The Members contemplate that the County of Colusa will provide administrative and related services for the Authority during the term of this AGREEMENT. Upon formation of the Authority, the County and Authority may negotiate a new administrative services agreement to augment or supersede this AGREEMENT.~~

~~3.1.2 **Scope of County Services and Recoverable costs.** For the term of this AGREEMENT, the County shall provide administrative and financial services to the Authority. Such services many include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. A more detailed scope of services shall be stated in the services agreement between the County and Authority, as provided in Article 3.1.1 hereof.~~

~~3.1.3 **Invoicing and Payment and Reimbursement of County Services.** The County shall invoice the Authority monthly bi-monthly for all costs and expenses incurred in carrying out the services required under this AGREEMENT, and as required under a future funding agreement. Said invoices shall include the reasonable cost to the County for providing the staff and human resources time required to carry out the administrative services under this AGREEMENT, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like. Invoicing shall be monthly, and Iinvoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the prior monthinvoicing period. The Authority shall pay all invoices within thirty (30) days of receipt.~~

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

~~3.1.5~~3.1.1 ~~**Direction of the Board of Directors.** The services provided in this AGREEMENT shall be at the direction of the Board of the Authority, although the County is and shall remain the employer of any staff providing services hereunder. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.~~**[RESERVED]**

~~3.2 **Engagement of Consultants.**~~

Commented [mmf12]: 7.13 Moved to JPA Article 3

~~3.2.1 **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.~~

~~3.2.3 **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed approve all consultant and related contracts.~~

ARTICLE 4: WITHDRAWAL AND TERMINATION

4.1 **Withdrawal.** A Member may, in its sole discretion, unilaterally withdraw from the AGREEMENT, without causing or requiring termination of the AGREEMENT. Withdrawal shall become effective upon ninety (90) days after receipt of written notice to the Authority and the remaining Members listed in **Exhibit A**. A Member that has withdrawn from this AGREEMENT shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget and **Exhibit F** incurred, accrued, or encumbered up to the date the Member provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract. If a Member withdraws, the Board of Directors shall reassess the contributions of each remaining Member to fund the current budget and determine if the Board of Directors needs to request the contribution of additional funding from each Member.

4.2 **Termination and Term**.

4.2.1 This AGREEMENT may be terminated upon unanimous written consent of all current Members.

4.2.2 The Funding ~~Agreement provided~~provisions of ~~for in~~ Article 2 shall terminate by ~~its own terms~~ the earlier of (a) two years from the effective date of this agreement or (b) adoption of an alternative funding plan approved by the Board of Directors. The Members may vote to extend the Funding provisions of this ~~is~~ AGREEMENT or adopt ~~a~~ replacement Funding provisions ~~agreement~~ by unanimous vote.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit E

ARTICLE 5: INDEMNIFICATION

5.1 No Member, nor any officer or employee of a Member, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Member under or in connection with this AGREEMENT. The Members further agree, pursuant to California Government Code section 895.4, that each member shall fully indemnify and hold harmless each other Member and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Member under this AGREEMENT.

Commented [AD13]: Suggest deleting this and let the indemnification govern.

ARTICLE 6: MISCELLANEOUS

Commented [AD14]: Same comment as above. This i incorporated into the JPA, so those misc. provisions would . We otherwise risk ambiguity.

6.1 **Amendment.** This AGREEMENT may be amended only by unanimous written consent of all current signatories.

6.2 **Binding on Successors.** Except as otherwise provided in this AGREEMENT, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations then in effect under the terms of this AGREEMENT. This AGREEMENT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Members hereto.

6.3 **Notice**. Any notice or instrument required to be given or delivered under this AGREEMENT may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of seventy-two (72) hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery to the Members identified in **Exhibit A**.

6.4 **Choice of Law.** This AGREEMENT is made in the State of California, under the Constitution and laws of said State and is to be so construed.

6.5 **Dispute Resolution.** Any dispute under this AGREEMENT shall be resolved pursuant the dispute resolution procedures provided for in the JPA.

6.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this AGREEMENT is held to be unlawful, invalid, or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs, or provisions shall be deemed enforced so as to be lawful, valid, and enforced to the maximum extent possible.

6.7 **Construction and Interpretation.** This AGREEMENT has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this AGREEMENT. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this AGREEMENT.

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

~~6.8 **Entire Agreement.** This AGREEMENT constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This AGREEMENT may only be amended by written instrument executed by all Members.~~

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT F

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit F

Balance Sheet (Projected) Final Draft 5/5/2017

Colusa County GSA/JPA

		Actuals FY 2016/17	Projected FY 2017/18	Actual	Projected FY 2018/19	Actual	Projected FY 2019/20	Actual	Projected FY 2020/21	Actual	Projected FY 2021/22	Actual	Projected FY 2022/23	Actual	
Assets															
Balance (Carryover)		-	-		26,127		(24,879)		(396,879)		(853,879)		(1,335,879)		
Grants															
Prop 1 Grant Funding, Counties		$ 100,000	$ 150,000		$ -		$ -		$ -		$ -		$ -		
Prop 1 Grant Funding, GSP					$ 240,000		$ 100,000		$ -		$ -		$ -		$ 340,000
Facilitation Services, DWR		$ 20,000	$ -		$ -		$ -		$ -		$ -		$ -		
Other		-	-		-		-		-		-		-		
Total Grants		$ 120,000	$ 150,000		$ 240,000		$ 100,000		$ -		$ -		$ -		
Agency Contributions															
County															
Program Manager (County - FY-2016)		129,000					-		-		-		-		
Program Administrative Support (County)					-										
County Work Plan Funding		1,715													
Legal Services (County)		20,000													
Agency Contributions, Fixed Fee (Start-up Fees)															
GCID		$ 1,715	$ 9,000		$ 9,000										
Colusa County Water District		$ 1,715	$ 9,000		$ 9,000										
Princeton/Provident		$ 1,715	$ 9,000		$ 9,000										
Maxwell/Westside			$ 9,000		$ 9,000										
RD 108		$ 1,715	$ 9,000		$ 9,000										
RD 479			$ 9,000		$ 9,000										
City of Williams			$ 9,000		$ 9,000										
City of Colusa			$ 9,000		$ 9,000										
Colusa Drain Mutual Water Company			$ 9,000		$ 9,000										
Groundwater Commission Seat #1			$ 9,000		$ 9,000										
Groundwater Commission Seat #2			$ 9,000		$ 9,000										
County Commissioner Seat			$ 9,000		$ 9,000										
Agency Contributions 70 cents per acre 2017 then 30 cents per acre 2018 (acres)															
GCID (103,006)	103,006		$ 72,104		$ 30,902										
Colusa County Water District (44,188)	44,188		$ 30,932		$ 13,256										
Princeton/Provident (5,606)	5,606		$ 3,924		$ 1,682										
Maxwell/Westside (22,189)	22,189		$ 15,532		$ 6,657										
RD 108 (34,337)	34,337		$ 24,036		$ 10,301										
RD 479 (6,133)	6,133		$ 4,293		$ 1,840										
City of Williams (acreage offset = population)	5,192		$ 3,634		$ 1,558										
City of Colusa (acreage offset = population)	5,946		$ 4,162		$ 1,784										
Colusa Drain Mutual Water Company (35,727)	35,727		$ 25,009		$ 10,718										
Groundwater Commission Seat #1 (54,238)	54,238		$ 37,967		$ 16,271										
Groundwater Commission Seat #2 (21,558)	21,558		$ 15,091		$ 6,467										
County Commissioner Seat (62,061)	62,061		$ 43,443		$ 18,618										
Other		-	-		-		-		-		-		-		
Total Agency Contributions		$ 157,575	$ 388,127		$ 228,054		$ -		$ -		$ -		$ -		
Assessments															
Per Acre Land Assessment (.15/ac)		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
Well Head Fee		-	-		-		-		-		-		-		
Extraction Fee		-	-		-		-		-		-		-		
Other		-	-		-		-		-		-		-		
Total Assessments		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
TOTAL Assets		$ 277,575	$ 538,127		$ 468,054		$ 100,000		$ -		$ -		$ -		
Liabilities															
Program Manager		$ (129,000)	$ (150,000)		$(150,000)		$(150,000)		$(150,000)		$ (150,000)		$ (150,000)		
Program Administration Support		-	-		-		(33,000)		(33,000)		(33,000)		(33,000)		
Legal Services		(20,000)	(60,000)		(45,000)		(45,000)		(45,000)		(45,000)		(45,000)		
Facilitation Services		(20,000)	(20,000)		(20,000)		-		-		-		-		
Certified Public Accountant (Yearly Audits)			(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		
JPA Insurance			(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		
County (or other) keeper of funds/Bookkeeper			(10,000)		(10,000)		(12,000)		(12,000)		(12,000)		(12,000)		
Consultant Prop 1 Grant Counties (#1,#2,#3)		(100,000)	(150,000)		-		-		-		-		-		
Consultant Prop 1 Grant GSP		-	-		-		-		-		-		-		
Work Plan/GSP Projects															
Work Plan		(8,573)	-		-		-		-		-		-		
Water Balance (#5)			(50,000)												
Hydrogeologic Conceptual Model (#4)					(75,000)										
GW Storage study & Sustainable Yield (#6)					(50,000)										
GW Model Evaluation (#7)					(15,000)										
GW Model Refinements (#8)							(100,000)								
ID Beneficial Uses and Users (#9)			(30,000)												
ID Management Areas (#10)			(20,000)												
Sustainable Management Criteria (#11 - zero cost)		-	-		-		-		-		-		-		
ID/Implement Monitoring Improvements (#12)							(75,000)		(150,000)		(150,000)				
Plans/Projects to increase recharge or reduce pumping (#13)									-		(50,000)		(50,000)		
Assemble/Analyze Data to evaluate effects of GW pumping (#14)							(25,000)		(25,000)						
Assemble/Analyze Data in areas with declining gw levels (#15)									(20,000)		(20,000)				
Prop 218															
Prop 218 Engineering Study (estimate 33 cents per acre to conduct)		-	-		(132,060)		-		-		-		-		
Prop 218 Election		-	-		-		(10,000)		-		-		-		
Other		-	-		-		-		-		-		-		
Contingency		-	-		-		-		-		-		-		
Total Current Liabilities		$ (277,573)	$ (512,000)		$(519,060)		$(472,000)		$(457,000)		$ (482,000)		$ (312,000)		
Balance		$ 2	$ 26,127		$ (24,879)		$(396,879)		$(853,879)		$ (1,335,879)		$(1,647,879)		

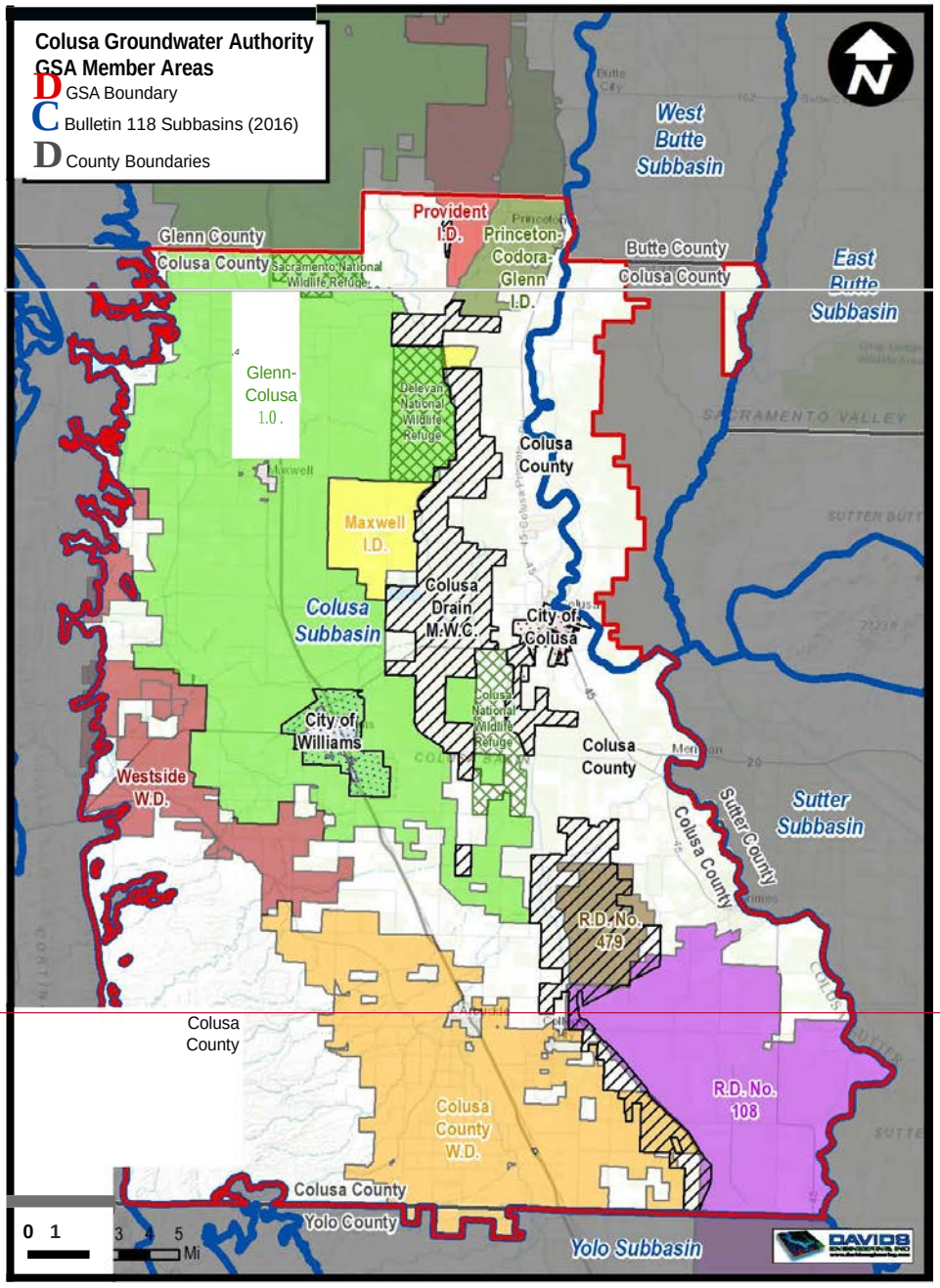
Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT G

Commented [mmf15]: Fahey to modify per 2018 BBI

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit G



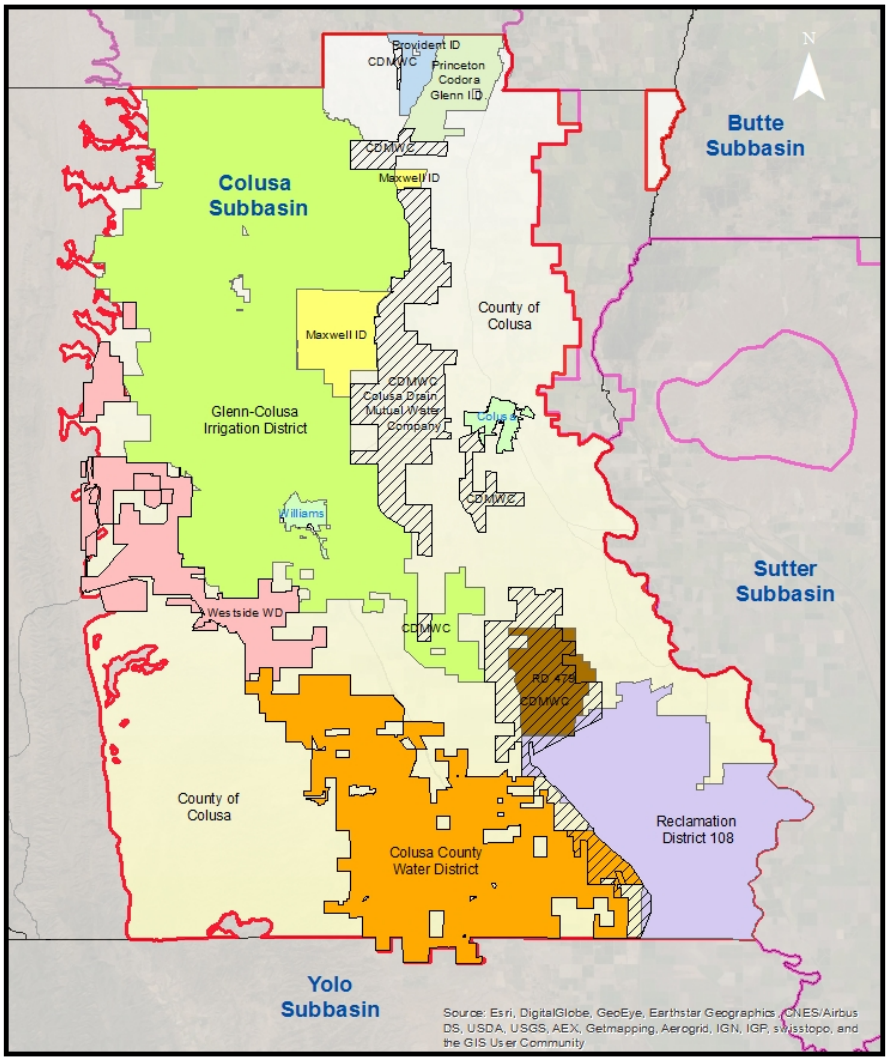
Map edited: 5/10/2017

Commented [mmf16]: Old Map

Attachment: JPA Updates2__redline_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Commented [mmf17]: New Map

EXHIBIT G: COLUSA GROUNDWATER AUTHORITY (CGA)
GSA MEMBER AGENCIES' AREAS



Last Update: 9/3/2020

Formatted: Centered, Right: 0"

Formatted: Font: 10 pt

JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this 29 th day of June, 2017 ("**Effective Date**"), and updated this _____ day of _____, pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*. ("**JPA Act**") by and among the entities listed in **Exhibit A** attached hereto and incorporated herein (collectively "**Members**").

Table of Contents

Recitals
Article 1: Definitions
Article 2: Organizing Principals
Article 3: Formation, Purpose and Powers
- 3.1 Recitals
- 3.2 Certification
- 3.3 Creation of the Authority
- 3.4 Election for Authority to Serve as GSA
- 3.5 Purposes of the Authority
- 3.6 Powers of the Authority
- 3.7 Designation
- 3.8 Powers Reserved to Members
- 3.9 Term
- 3.10 Boundaries of the Authority
- 3.11 Role of Members
- 3.12 Other Officers and Employees
- 3.13 Engagement of Consultants

Article 4: Governance
- 4.1 Board of Directors
- 4.2 Term of Directors
- 4.3 Officers
- 4.4 Powers and Limitations
- 4.5 Quorum
- 4.6 Voting
- 4.7 Supermajority Vote Requirement for Certain Actions
- 4.8 Meetings
- 4.9 Rules, Regulations, By-Laws and Ordinances
- 4.10 Administrator

Article 5: Financial Provisions
- 5.1 Funding; Initial Contributions and Expenses
- 5.2 Funding Plan; Long-Term Funding
- 5.3 Indemnification
- 5.4 Repayment of Funds
- 5.5 Budget
- 5.6 Alternate Funding Sources
- 5.7 Depositary, Treasurer, Auditor and Controller
- 5.8 Accounting

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.9 Audit
5.10 Expenditures
5.11 No Member Liability
Article 6: Changes to Membership, Withdrawal and Termination
6.1 Addition to Membership
6.2 Noncompliance; Involuntary Removal
6.3 Withdrawal of Members
6.4 Termination
6.5 Disposition of Property Upon Termination
6.6 Rights of Member to Become GSA in Event of Withdrawal or Removal
6.7 Use of Data
Article 7: Projects and Management Actions
7.1 Special Project Agreements
7.2 Special Project Expenses
7.3 Indemnification of Other Members; Special Projects
7.4 Identified Management Actions
Article 8: Miscellaneous Provisions
8.1 Amendments
8.2 Binding on Successors
8.3 Notice
8.4 Counterparts
8.5 Choice of Law
8.6 Dispute Resolution
8.7 Severability
8.8 Headings
8.9 Construction and Interpretation
8.10 Entire Agreement

Exhibits
Exhibit A: Member Entities Establishing the Colusa Groundwater Authority
Exhibit B: Colusa Groundwater Authority GSA Boundary Map
Exhibit C: Memorandum of Agreement Defining Colusa Subbasin Groundwater Sustainability Interests
Exhibit D: Relevant Water Code
Exhibit E: Initial Funding and Administrative Services Agreement Recitals
Exhibit F: Initial Budget
Exhibit G: Member Agencies Map

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the "Sustainable Groundwater Management Act," or "SGMA." Governor Brown signed the legislation on September 16, 2014, and it became effective on January 1, 2015.

B. Each of the Members overlies the Colusa and Yolo County portions of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and/or the Colusa County portion of the Butte Subbasin of the Sacramento Valley Groundwater Basin, Department of Water Resources Basin No. 5-021.70, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2 ("Basin").

C. Each of the Members is authorized to become, or participate in, a Groundwater Sustainability Agency ("GSA") under SGMA.

D. The Members desire, through this Agreement, to form the Colusa Groundwater Authority ("Authority"), a separate legal entity, for the purpose of acting as the GSA for the Basin.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure SGMA compliance within the Basin.

F. The Authority will serve a coordinating, administrative and implementing role in order to provide for sustainable groundwater management of the Basin. Each of the Members (or groups of Members) will have responsibilities to carry out the Groundwater Sustainability Plan and to coordinate with the Authority to implement SGMA within the Members' jurisdictional areas.

G. This Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Basin.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. **"Agreement"** shall mean this Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority.

b. **"Authority"** shall mean the Colusa Groundwater Authority established by this Agreement.

c. **"Basin"** shall mean, for purpose of this Agreement, the Colusa and Yolo County areas of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and the Colusa County area of the Butte Subbasin of the Sacramento Valley Groundwater Basin (excluding the area within the boundaries of Reclamation District No. 1004), California Department of Water Resources Basin No. 5-021.70, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2. The Basin is depicted in **Exhibit B**.

d. **"Board of Directors"** or **"Board"** shall mean the governing body formed to implement this Agreement as established herein, and **"Director"** or **"Directors"** shall mean the individual member or members of the Board appointed pursuant to Section 4.1.

e. **"DWR"** shall mean the California Department of Water Resources.

f. **"Effective Date"** shall be as set forth in the Preamble of this Agreement.

g. **"Groundwater Sustainability Agency"** or **"GSA"** shall mean an agency enabled by SGMA to regulate defined portions of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

h. **"Groundwater Sustainability Plan"** or **"GSP"** shall have the definition set forth in SGMA.

i. **"GSA Boundary"** shall mean those lands located within the Basin as depicted in **Exhibit B**.

j. **"JPA Act"** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*.

k. **"Member"** shall mean any of the signatories to this Agreement, and **"Members"** shall mean all of the signatories to this Agreement, collectively. Each of the Members shall be authorized to become, or participate in, a Groundwater Sustainability Agency under SGMA.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

l. **"SGMA"** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: ORGANIZING PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop and implement a GSP for the Basin in compliance with SGMA, consistent with the general principles set forth in that certain unexecuted Memorandum of Agreement among the Members and other stakeholders, attached hereto as **Exhibit C**.

2.2 Prior to June 30, 2017, any Member that has previously notified DWR of its intent to be a GSA in the Basin shall formally notify DWR of its withdrawal or rescission of such notification to allow the Authority to become the GSA for the Basin.

2.3 The Members intend through this Agreement to take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP. As appropriate, the Authority shall cooperate with neighboring groundwater basins and neighboring GSAs to efficiently implement SGMA in the Basin.

2.4 The Members intend through this Agreement to form the Authority, elect for the Authority to serve as the GSA for the Basin, and authorize the Authority to make any and all necessary filings with DWR for the Authority to become the GSA for the Basin prior to June 30, 2017.

2.5 To the extent any Member determines in the future to become a GSA separate and apart from the Authority, such Member will coordinate with the Authority to take all actions necessary to allow such Member to become a separate GSA and to ensure that the Authority may otherwise continue consistent with the requirements of SGMA. The Authority will work cooperatively with such Member to coordinate implementation of SGMA within the Basin.

2.6 After the Effective Date of this Agreement, if it is determined that this Agreement is defective as a result of Colusa Drain Mutual Water Company's participation as a Member of the Authority, the Colusa Drain Mutual Water Company will be deemed to withdraw from this joint exercise of powers agreement and this Agreement will serve as an agreement between the Colusa Drain Mutual Water Company and the other Members of the Authority. Notwithstanding the preceding sentence, this Agreement shall establish Colusa Drain Mutual Water Company's rights and obligations in the Authority without further action by Colusa Drain Mutual Water Company or the other Members. In the event of a determination described in this Article 2.6, this Agreement shall remain in full force and effect and shall not otherwise change the rights and obligations of the other Members or the Colusa Drain Mutual Water Company.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3(c).

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the "Colusa Groundwater Authority," a public entity separate and apart from its Members.

3.4 **Election for Authority to Serve as GSA.** Upon its formation pursuant to this Agreement, the Authority shall serve as the GSA for the Basin and shall make any and all necessary filings with regulatory agencies to become and serve as the GSA for the Basin prior to June 30, 2017. In approving this Agreement and electing for the Authority to serve as the GSA for the Basin, Members shall comply with Water Code section 10723(b), including any public notice and hearing requirements.

3.5 **Purposes of the Authority.** The purposes of the Authority are to:

a. Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

b. Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;

c. Become and serve as the GSA for purposes of management of the Basin within Colusa County in accordance with SGMA; and

d. Develop, adopt and implement a legally sufficient GSP(s) for the Basin, subject to the limitations set forth in this Agreement, and in cooperation and coordination with neighboring GSAs.

3.6 **Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members and any and all additional powers granted by SGMA, as set forth in Water Code Part 2.74, Chapter 5, section 10725, *et seq*. The powers of the Authority shall be coextensive with the authorities granted by SGMA, as it may be amended from time to time. Amendments to SGMA by the California Legislature, and the resulting modification of powers of the Authority, shall not constitute an amendment of this Agreement. SGMA authorities, as they exist on the effective date of this Agreement, are attached hereto as **Exhibit D**.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

3.7 **Designation.** Pursuant to Government Code section 6509, the Members hereby designate the County of Colusa for purposes of determining restrictions upon the manner of exercising the power of the Authority.

3.8 **Powers Reserved to Members.** Each of the Members reserves the right, in its sole and absolute discretion, to:

a. Maximize input to the Plan chapter or section of the GSP adopted by the Authority as applicable within the Member's boundaries;

b. Subject to applicable limitations in this Agreement, implement GSP actions adopted by the Authority within the Member's boundaries;

c. Withdraw from this Agreement and become its own GSA, to the extent authorized by SGMA, and to thereafter exercise the powers conferred to a GSA, within the Member's boundaries;

d. Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member's police power and land use authority;

e. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement.

3.9 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.4 of this Agreement.

3.10 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **Exhibit B**.

3.11 **Role of Members.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement, including actions specifically required by this Agreement. The support and participation of each Member is important to the success of the Authority.

3.12 **Other Officers and Employees.** The Authority may:

a. Provide that any employee of a Member, and subject to a written agreement between that Member and the Authority, may be in the nature of an independent contractor of the Authority, and shall perform, unless

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

otherwise provided by the Board, the same various duties for the Authority as for his or her employer in order to carry out this Agreement;

b. Engage one or more Members or third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager is appointed, and consistent with Article 3.12.a., the manager shall at all times maintain exclusive control over any employees of or contractors to the manager assigned to perform services under the manager's contract with the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals;

c. Employ or contract for competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objectives and purposes of SGMA, and complete a GSP.

3.13 **Engagement of Consultants**.

a. **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.

b. **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed and approve all consultant and related contracts. The Board of Directors may direct a subcommittee of the Board to develop and approve requests for proposals prior to their release, review proposals and act as interview panel, and ultimately bring a recommendation for consultant selection to the Board.

ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows:

- One member of the Colusa County Board of Supervisors, appointed by the County Board of Supervisors;

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

- One member of the Colusa City Council, appointed by the City of Colusa City Council;
- One member of the Williams City Council, appointed by the City of Williams City Council;
- One member of the Board of the Glenn-Colusa Irrigation District, appointed by the Glenn-Colusa Irrigation District Board;
- One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members;
- One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members;
- One member of the Board of the Colusa County Water District, appointed by the Colusa County Water District Board;
- One member of the Board of Reclamation District 108, appointed by the Reclamation District 108 Board;
- One member of the Board of Reclamation District 479, appointed by the Reclamation District 479 Board;
- One member of the Board of the Colusa Drain Mutual Water Company, proposed by the Colusa Drain Mutual Water Company, which will be appointed by the Authority;
- Two representatives of private groundwater pumpers, recommended by the Colusa County Groundwater Commission and appointed by the Colusa County Board of Supervisors, who are members of the Colusa County Groundwater Commission.

a. **Modifications to Board.** The composition of the Board of Directors may be modified from time to time to reflect the withdrawal or termination of any Member or the admission of any new Member to the Authority, subject to the procedures provided herein. Admission and withdrawal of new Members, and modifications to the Board of Directors to reflect such changes, shall not constitute an amendment of this Agreement.

b. **Alternates to Board members.** The appointing authority of each Member, as set forth above, shall appoint an alternate or alternates to the Board. Alternates shall be identified to the Board at the same time as Board appointments, and any modifications to a Member's alternate or alternates as soon as practicable after such modification has been made. Alternates may vote on all matters before the Authority in the absence of the appointed Board member or representative. Each alternate shall be informed of the business of the Authority and the actions to be taken when acting on behalf of a Board member. The Board may in the future adopt additional procedures for the qualification and appointment of alternate Board members, and for the voting rights of such alternates.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

c. All members of the Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700).

4.2 **Term of Directors.** Each member of the Board of Directors, and alternates to the Board member, will serve at the pleasure of its appointing authority, which shall have the authority to appoint and remove its appointees in its sole and absolute discretion. Each appointing authority shall notify the Authority in writing of its designated Board members and alternate Board members.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, and a secretary, and shall appoint a Treasurer as provided in Article 5.7. The chairperson and vice-chairperson shall be Directors of the Board and the secretary may, but need not, be a Director of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

4.5 **Quorum.** A majority of the Board of Directors will constitute a quorum for the purpose of conducting business, unless there is an even number of Directors on the Board of Directors, in which case a quorum may be established with half the Board members.

4.6 **Voting.** Except as to actions identified in Section 4.7, the Board of Directors will conduct all business by vote of a majority of the Directors present, if a quorum shall be established, and each Director shall have one (1) vote. Prior to voting, Board members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Board. If any Board member or Member strongly objects to a consensus-based decision prior to a vote being cast, the Board shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Article 4.6 or Article 4.7 below, as applicable.

4.7 **Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote of the Directors present:

a. Approval of the Authority's annual budget and amendments to the annual budget, consistent with Article 5 and **Exhibit E**;

b. Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;

c. Decisions concerning property acquisition and ownership;

d. Decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority's annual budget, and concerning contracts exceeding monetary thresholds determined by the Board;

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

e. Issuance of bonds or other indebtedness;

f. Adoption of rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;

g. Decisions related to the establishment of the Members' funding obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1 and **Exhibit E**, or any amendments or modifications of Members' funding obligations;

h. Adoption of a GSP and any amendments or modifications of a GSP;

i. Decisions related to Basin boundary adjustments;

j. Adoption of procedures for the appointment of Officers and alternate Board members, and for the voting rights of such alternates; and

k. Involuntary removal of any Member pursuant to Article 6.2.

4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the "Ralph M. Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

4.9 **Rules, Regulations, By-Laws and Ordinances.** The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Administrator of the Authority shall be responsible for carrying out all administrative duties necessary for the day to day functioning of the Authority. The Members have designated a staff member of Colusa County as Administrator and will reimburse the County for Staff's services, as provided in the Administrator Staff Services Agreement between the Authority and the County of Colusa.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Funding; Initial Contributions and Expenses.** The Members agreed to share the initial operating and administrative costs of operating the Authority in accordance with the percentages set forth in the Initial Funding and Administrative Services Agreement attached as **Exhibit E** hereto, including **Exhibit F** and **Exhibit G**, which are hereby incorporated into this Agreement. The Members hereby acknowledge that each Member's obligations set forth in the Initial Funding and Administrative Services Agreement has been fully satisfied.

5.2 **Funding Plan; Long-Term Funding.** Upon the formation of the Authority, the Board of Directors shall work diligently on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative costs of the Authority. The long-

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

term funding plan shall supersede and replace the initial funding plan described in section 5.1 above, at the earliest possible date.

a. The long-term funding plan may include a provision for reimbursement or offset of the Members' initial funding contributions pursuant to section 5.1 above, as authorized by law. The Board will revisit Member Agency reimbursement in five years after implementation of the Operations Fee which was adopted on June 5, 2019.

b. If a time comes when a long-term funding plan is unlikely to be adopted and implemented, the Board shall meet and confer with the Members to determine how to fund the activities of the Authority, or to take other appropriate action including but not limited to, termination of the Authority.

5.3 **Indemnification.** Members, Directors, officers, agents and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and members of the Board, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

a. The Authority shall be required to obtain insurance, or join a self- insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Authority, and/or any self-insurance programs joined by the Authority, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

5.4 **Repayment of Funds.** Unless the Board determines otherwise, no refund or repayment of the initial commitment of funds specified in Article 5.1 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

5.5 **Budget**. The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Thereafter, a budget shall be adopted no later than May 1 of the preceding fiscal year. A copy of the adopted budget shall be submitted to the Authority's designated bookkeeping service for inclusion in the financial system.

5.6 **Alternate Funding Sources.** The Board may obtain State of California or federal grants, Foundation grants, or other available funding to help the Authority carry out its work.

5.7 **Depositary, Treasurer, Auditor and Controller.** The Treasurer of the Authority shall initially be the County Treasurer, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in separate accounts in the name of the Authority, as designated by the Board, and not commingled with any other Fund, including funds of any Member, or any other person or entity. The Board may elect to appoint a different Treasurer and Auditor, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5, or may appoint one of its officers or employees to serve either or both positions, as further provided by Government Code section 6505.6.

5.8 **Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices consistent with, those utilized for similar public agencies. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually or bi-annually in accordance with the provisions of Government Code section 6505. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination. Copies of the Fiscal Year 2017/2018 audit report shall be filed with the State controller and each member by March 31, 2019.

5.10 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board, and are subject to Authority cash balances.

5.11 **No Member Liability.** As provided by Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 **Addition to Membership.** Any local agency within the Basin that is qualified to be a GSA pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of its effective date, is eligible to become a Member of the Authority subject to the requirements in this Article 6.1. Such local agency must notify the Authority in writing of its intent

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

to become a Member, and the Authority shall confirm the local agency's membership in writing within sixty (60) days, provided the local agency's notice of intent includes all of the following verifications:

a. The local agency is qualified to be a GSA under the applicable requirements of Water Code section 10723;

b. The local agency agrees to become a Member of and signatory to this Agreement, and subject to all requirements, rights and obligations of this Agreement;

c. The local agency agrees to contribute a proportionate share of the costs of the Authority, as reasonably determined by the Board of the Authority. Such costs may include, at the discretion of the Board, reasonable reimbursement for costs incurred in the formation and early implementation of the Authority pursuant to Article 5.1 and the Funding Agreement.

The Board's written confirmation of the new membership will serve as an addendum to this Agreement, and to **Exhibit A**, and shall ratify the admission of the new Member to the Authority. Such addendum does not constitute an Amendment of this Agreement, nor does it require separate approval of this Agreement by the Members. Upon written confirmation by the Board of the new membership, such new Member may appoint a Board member and alternates as provided in Article 4.1, and shall be entitled to participate in the Authority as provided herein.

6.2 **Noncompliance; Involuntary Removal.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in this Article 6.2. Such actions may include, for example and without limitation, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to implement measures as may be required of the Member by the GSP, or which the Member has authority to impose on landowners and pumpers within the Member's jurisdiction. Involuntary removal may only be exercised by the Board after participating in a meet and confer process regarding the proposed involuntary removal and otherwise pursuing other reasonable efforts to resolve the Member's non-compliance, including third party neutral dispute resolution processes if appropriate as provided in Article 8.6. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.3 **Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective ninety (90) days after receipt of written notice to the Authority, provided that the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority up until the effective date of the Member's withdrawal; except that, a withdrawing Member will not be responsible for any obligation or liability that the Member has voted against or has voiced its disapproval on at a Board meeting, provided the Member provides written notice of its withdrawal from the Authority within three days of the Board action. In the event the withdrawing Member has any rights in any property

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

6.4 **Termination.** This Agreement may be terminated and the Authority dissolved by a unanimous vote of the Board. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5. Nothing in this Article will prevent a Member from withdrawing from this Agreement and the Authority as provided for in this Agreement, or from entering into other joint exercise of power agreements.

6.5 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to any obligation required by Articles 5.

6.6 **Rights of Member to Become GSA in Event of Withdrawal or Removal.** Upon withdrawal or involuntary removal of a Member, or termination of this Agreement pursuant to Article 6.4, whether occurring before or after June 30, 2017, the withdrawing or removed Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or removed Member's boundaries being in a GSA, as designated by the withdrawing or removed Member or otherwise,
(ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or removing Member and so notify the California Department of Water Resources.

6.7 **Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries.

ARTICLE 7: PROJECTS AND MANAGEMENT ACTIONS

7.1 **Special Project Agreements.** Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 7.1 shall conflict with the terms of this Agreement or the GSP.

7.2 **Special Project Expenses.** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. Special project expenses shall be paid by the parties to the respective special project agreements.

7.3 **Indemnification of Other Members; Special Projects.** Members participating in special project agreements, if the Authority is a party to such agreement, shall hold each of the other Members who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 5.3 for Members in general, except that they shall be limited to liabilities incurred for the special project.

7.4 **Identified Management Actions.** In the development of this Agreement certain Members have identified particular activities and strategies that should be considered by the Authority as it develops the GSP. Without predetermining how these activities and strategies will be considered and implemented, the Members hereby direct the Authority to consider the following in the development of the GSP, without limitation:

a. Formation of management areas or other tools to address unique or particular circumstances in the Basin;

b. Development of water budgets and other accounting practices to facilitate sustainable groundwater management;

c. Utilization of groundwater banking concepts to maximize the use of the Basin for the benefit of the Members and residents in the Basin, consistent with SGMA's goals and objectives.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Amendments.** This Agreement may be amended from time to time by a two- thirds (2/3) vote of the Members; except that a unanimous vote of the Members shall be required for amendments to provisions of this Agreement regarding withdrawal of Members, including but not limited to withdrawals pursuant to Article 6.3. Except as otherwise provided herein, the Authority may not amend the terms of this Agreement.

8.2 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

8.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, delivered to the address or facsimile

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

numbers of the Members listed in **Exhibit A**.

8.4 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.6 **Dispute Resolution.** The Board of the Authority shall develop rules and policies for third party neutral dispute resolution to resolve disputes that may arise under this Agreement.

8.7 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.8 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 **Construction and Interpretation.** This Agreement has been arrived at through negotiation, and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By_____
City of Colusa

By_____
County of Colusa

By_____
Colusa County Water District

By_____
Colusa Drain Mutual Water Company

By_____
Glenn Colusa Irrigation District

By_____
Maxwell Irrigation District

By_____
Princeton-Codora-Glenn Irrigation District

By_____
Provident Irrigation District

By_____
Reclamation District 108

By_____
Reclamation District 479

By_____
Westside Water District

By_____
City of Williams

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT A

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT A

MEMBER ENTITIES ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

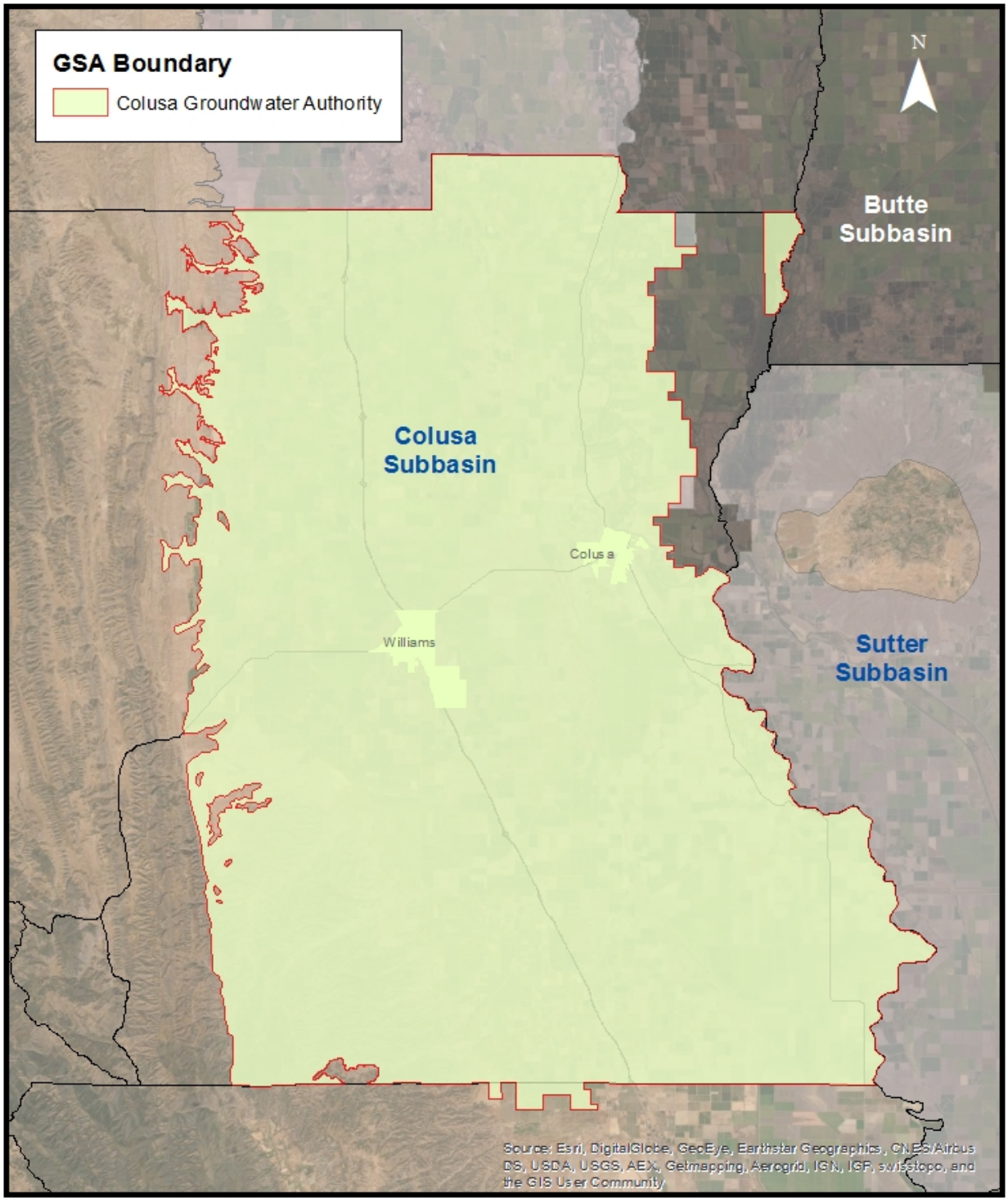
- Colusa County Board of Supervisors
- Colusa City Council
- Williams City Council
- Glenn Colusa Irrigation District
- Maxwell Irrigation District
- Westside Water District
- Princeton-Codora-Glenn Irrigation District
- Provident Irrigation District
- Colusa County Water District
- Reclamation District 108
- Reclamation District 479
- Colusa Drain Mutual Water Company

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT B

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT B: COLUSA GROUNDWATER AUTHORITY (CGA)



Last Update: 9/3/2020

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT C

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit C

Memorandum of Agreement

Defining Colusa Subbasin Groundwater Sustainability Interests

This Memorandum of Agreement (MOA) is made and entered into by and among the County of Colusa, the City of Colusa, the City of Williams, Glenn Colusa Irrigation District, Princeton-Codora-Glenn Irrigation District, Provident Irrigation District, Colusa County Water District, Maxwell Irrigation District, Westside Water District, Reclamation District 108, Reclamation District 479 *(Structure to be determined: Reclamation District 1004, Colusa Drain Mutual Water Company, Colusa County Private Pumpers)* which are referred to herein individually as a "Party" and collectively as "Parties," for the purposes of developing a joint exercise of powers agreement and joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOA shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOA.

Recitals

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act requires, among other things, sustainable management of groundwater basins, local management of groundwater, minimum standards for sustainable groundwater management, and provides local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act requires that all basins designated as high-or-medium priority basins designated in Department of Water Resources Bulletin 118 be managed under a Groundwater Sustainability Plan, or coordinated Groundwater Sustainability Plans, pursuant to the Act; and

WHEREAS, the Colusa Subbasin is located within the Sacramento Valley Basin and is designated as a medium priority basin; and

WHEREAS any local public agency is eligible to become a Groundwater Sustainability Agency (GSA); and

WHEREAS, a local public agency is defined in Section 10721 of the Act as an agency having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS, each of the Parties to this MOA is a local public agency within or partially within the County of Colusa and the Colusa Subbasin; and

WHEREAS several of the Parties have filed notices that they will act as a GSA for some portion of the subbasin within Colusa County.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

WHEREAS, there are groundwater extractors in the Colusa Subbasin, including private individuals and corporations, which are outside of the boundaries of public agencies signatory to this MOA, other than the County ("Unaffiliated Extractors"); and

WHEREAS, Unaffiliated Extractors in the Colusa Subbasin include Native American Tribes and federal agencies; and

WHEREAS, the water laws of the State of California recognize the priority of overlying groundwater rights relative to appropriative groundwater rights, and further recognize the correlative nature of overlying groundwater rights (that is, properties overlying a groundwater basin share an equal right and priority to the reasonable and beneficial use of the sustainable yield of the groundwater basin); and

WHEREAS, the Parties acting through this MOA intend to maintain an open line of communication and to work cooperatively with local Native American Tribes and federal agencies during SGMA planning and implementation; and

WHEREAS, the Parties, acting through this MOA intend to work cooperatively with other local agencies and Unaffiliated Extractors in the Colusa Subbasin to manage the Subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, the Parties intend to execute a Joint Exercise of Powers Agreement pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq., for the purpose of forming a single GSA to manage the Colusa Subbasin consistent with the Act and pursuant to the principles in this MOA; and

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the GSA;

NOW, THEREFORE, the Parties hereby agree as follows.

Section 1. Definitions

As used in this MOA, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Agency" means the Colusa County Groundwater Sustainability Agency, formed pursuant to the Agreement.
3. "Agreement" means the Joint Exercise of Powers Agreement, as authorized by Government Code section 6500, et seq., contemplated in this MOA, which will establish the Agency for purposes of developing and implementing the Plan contemplated herein.
4. "Beneficial Uses and Users" include, without limitation, all current and future potential beneficial uses and users of groundwater in the Colusa Subbasin, as well as other parties responsible for implementing and carrying out the Plan.
5. "Committee" shall mean any committee established pursuant to this MOA.
6. "County" shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
7. "Department" means the California Department of Water Resources.
8. "Effective Date" means the date on which the last Party executes this MOA.
9. "Fiscal Year" means July 1 through June 30.
10. "Governing Board" means the governing body of the Agency.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

11. "Member's Governing Body" means the respective Board of Directors or other voting body that controls each individual local public agency that is signatory to this MOA.
12. "Party" and "Parties" shall mean all organizations, individuals and collectives that are signatories to this MOA.
13. "Plan" refers to the Groundwater Sustainability Plan adopted by the Agency in coordination with the [Stakeholders/Beneficial Interests] pursuant to the Agreement.
14. "State" means the State of California.
15. "Subbasin" or "Colusa Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

Section 2. Purpose

2.1 The purpose of this MOA is to describe general and specific principles that reflect mutual understanding of the Parties concerning commitments and obligations associated with implementing the Act in the Colusa Subbasin to lead to the creation of a multi-party joint powers agency that will serve as the Agency.

2.2 This MOA also describes the Parties' understanding of the Agency's initial tasks and associated potential costs to implement the Act (as described in Section 6).

2.3 A potential purpose for this MOA is to serve as the legal agreement by which the Parties operate as a Groundwater Sustainability Agency during the time that the Parties are creating a multi-party joint powers agency that will serve as the Agency.

Section 3. Term

3.1 This MOA shall become effective upon execution by each of the Parties and shall continue in full force and effect until the earliest of the following events occurs:

3.1.1. Execution of the Agreement, or

3.1.2. Twelve months from the date of execution of this MOA.

Section 4. General Principles of Understanding

This Section 4 reflects the mutual general goals, objectives and understandings of the Parties to this MOA with respect to development of the Agreement.

4.1 A partnered approach should be fostered for sustainable groundwater management in the Colusa Subbasin that, among other things, supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, rights, needs and concerns; and ensures appropriate representation of all Beneficial Uses and Users.

4.2 Local control of groundwater and compliance with the Act should be preserved to the maximum extent practicable, and State intervention to implement the Act should be avoided to the extent possible.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

4.3 Implementation of the Act may be expensive and all Beneficial Uses and Users will need to contribute to implementation. Failure to implement the Act locally could result in State intervention and even greater costs and regulation.

4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of Beneficial Use and Users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided that such proposed partnership also creates and maintains collegial relationships and flexible implementation of the Act.

4.5 As authorized by Section 10723.6 (a) of the Water Code, the Parties intend to form and participate in a single multi-agency GSA covering the portions of the Subbasin that lie within the County. To this end, the Parties intend to execute an Agreement and form the Agency not later than June 30, 2017, and the Agreement will include procedures for other local agencies within the Colusa Subbasin to be added to the Agreement and the Agency at a later date.

4.6 Local agencies within the Colusa Subbasin that are Parties to this MOA, and which have previously filed with the Department notices to become GSA's for their respective service areas, will concurrently with one another, and upon execution of the Agreement formally withdraw said notices, not later than June 30, 2017, and will comply with and carry out the Act through the Agency in cooperation with Beneficial Uses and Users. If the Agreement is not executed and the Agency is not formed by June 30, 2017, the local agencies will comply with and carry out the Act in cooperation with Beneficial Uses and Users through this MOA until one of the events in Section 3.1 occurs.

4.7 Pursuant to the Act, all Beneficial Uses and Users of groundwater will be subject to the Agreement and Plan, and the Parties intend that all Beneficial Uses and Users will cooperate with the Agency and abide by the guidelines put forth in the Agency's Plan for the Subbasin.

4.8 Being a Party to this MOA is not a condition to participate in Plan development. All Beneficial Uses and Users have an equal opportunity, either directly or through appropriate representation on the governing board of the Agency, to participate in Plan development.

4.9 No Party's land or property use, or any other authority, is limited by this MOA.

4.10 Sustainable groundwater conditions in the Colusa Subbasin are critical to support, preserve, and enhance the economic viability, social well-being and culture of all Beneficial Uses and Users, including tribal, domestic, municipal, agricultural, and industrial users.

4.11 Unsustainable groundwater practices threaten the groundwater resources of all groundwater users in the Colusa Subbasin.

4.12 Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

4.13 Economic prosperity and healthy natural resources in the County can be threatened by the lack of available groundwater and surface water resources, and such threats should be avoided to the maximum extent practical.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

4.14 All Beneficial Uses and Users should have an open, transparent and timely opportunity to engage with the Agency and to provide input on Plan development and implementation of the Act. Extensive outreach is a priority of all Parties to this MOA, to inform Beneficial Uses and Users about implementation and potential effects of the Act, and to ensure Beneficial Uses and Users are involved in the process where practical.

4.15 Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party maximum input to any Plan chapter or section applicable to the Party and the Beneficial Uses and Users that exist or will exist in a Party's service area or jurisdiction, and should reflect the Party's authority and desire to manage the water resources available to its constituents or customers, provided such management is consistent with sustainability requirements of the Act and Plan.

4.16 Overlying landowners in the Colusa Subbasin have a right to share in the sustainable yield of the Subbasin for reasonable and beneficial use on overlying land.

4.17 Act implementation is new for all County Beneficial Uses and Users, and there are many unknowns. Willingness by Parties and Beneficial Users to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

4.18 Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County is the Agency's first priority and main focus, especially in the early stages of Act implementation while all Beneficial Uses and Users work together to alleviate any existing fear and distrust.

4.19 The Parties understand and agree that this MOA and a Party's execution of the Agreement and participation in the Agency are subject to multi-party agreements being executed in other portions of the Colusa Subbasin outside of Colusa County for purposes of compliance with the Act. If similar multi-party agreements are not executed in other portions of the Colusa Subbasin outside of Colusa County, than a Party whose jurisdiction extends to portions of the Colusa Subbasin outside of Colusa County may withdraw from this MOA or the Agreement, and proceed independently under the Act.

Section 5. Specific Principles of Understanding

This Paragraph 5 reflects the Parties' mutual specific goals, objectives and understanding concerning development of the Agreement and the Agency, and future implementation of the Act.

5.1 Governance and Implementation of the Act

5.1.1 Pursuant to Water Code section 10724, and for purposes of making appointments to the governing board of the Agency, the County will represent the common and unique interests of groundwater extractors located in the areas of the Subbasin that are not within the jurisdictional boundary of local agencies that are a Party to the Agreement, other than the County.

5.1.2 The Agency will implement the Act in a manner that optimizes the Act's goals to achieve sustainable groundwater conditions which support the vital agricultural economy in the County, other industry, and domestic and public water uses.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.1.3 The governing board of the Agency will, consistent with state law regarding joint powers authorities, reflect diverse representation of Beneficial Uses and Users within the Colusa Subbasin and will include representatives of Parties to the Agreement. Mutual water companies and other private pumpers may be represented on the governing board as County appointees.

5.1.4 The Agency will pursue financial and infrastructure solutions and beneficial partnerships with Parties and other entities to provide sustainable water supplies within the Colusa Subbasin.

5.1.5 Local agencies that are signatories to the Agreement will reserve the right to withdraw from the Agreement and Agency if the local agency determines it is no longer in the Party's best interests to remain in the Agency. Any local agency that is formed after the date of the Agreement will have the right to become a Party to the Agreement and participate in the governance of the Agency.

5.1.6 Governance and implementation under the Agreement will be designed to avoid duplicative or conflicting governmental authorities to the maximum extent possible. Each Party will have maximum input regarding provisions of the Plan affecting groundwater within its own boundaries. Each Party retains and preserves powers and authority to regulate groundwater use within its boundaries so long as its actions are consistent with achieving sustainability consistent with the Groundwater Sustainability Plan (GSP).

5.1.7 As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent areas within and outside of the Subbasin.

5.1.8 Among other functions, the Agency will work with local agencies and other Beneficial Uses and Users to coordinate and facilitate intra-basin water transfers as appropriate and to avoid one or more of the six undesirable results defined by the Act:

1. Chronic lowering of groundwater levels
2. A reduction in groundwater storage
3. Degradation in water quality
4. Land subsidence
5. Surface water depletion
6. Impacts on groundwater dependent ecosystems

5.2 Sustainability

5.2.3 Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and other Beneficial Uses and Users. The specifics of such sharing will be an element of the Agreement.

5.2.2 Groundwater conditions throughout the County and Subbasin are not uniform. Conditions vary by location, surface water conditions, precipitation and water year type. While all Beneficial Uses and Users will share the obligation to achieve sustainability, solutions will need to reflect these geographic and hydrogeographic differences.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.2.3 The Parties agree that the Plan encourages utilization of surface water to its full extent as available and feasible, and groundwater is conserved for use during dry periods when surface water is not readily available or affordable.

5.2.4 The Parties agree that the Plan should recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water use, distribution, and applications.

5.2.5 The Agency recognizes that groundwater recharge occurs through many different means. Applied surface water, precipitation, porous supply and drain ditches, and Best Management Practices utilized by beneficial users contribute to the basins recharge. Studies will quantify the availability of such recharge and provisions will be included in the GSP to ensure that future groundwater extractions are consistent with quantified recharge and the sustainable yield of the Colusa Sub-Basin.

5.2.6 The Parties agree that the Plan should encourage all Beneficial Uses and Users, whether using surface water or groundwater in the basin, to maximize the beneficial use water consistent with their respective rights, and provide for mitigation of impacts on waterways, creeks, streams and rivers.

5.2.7 The Parties agree that the Plan should encourage board members to act on behalf of and represent all landowners within their service areas to ensure collective compliance with the Act.

5.2.8 The Parties agree that the Plan should encourage surface water users to use surface water and groundwater for in-basin transfers to meet local demands. Fallowing transfers will also occur both in and outside of the Subbasin, with transfer quantities based on avoided consumptive use.

5.2.9 The Parties agree that the Plan should encourage surface water transfers to potentially serve as a tool to settle disputes over environmental obligations such as dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. The Parties agree that the Plan should encourage Agency members to agree to coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

5.3 Agency Financing and Support

5.3.1 The Parties agree that the Agreement and Plan should include provisions for Party contributions of capital and operating funds, personnel, services, equipment or property to cover the Agency and Plan development.

5.3.2 The Parties agree that the Agreement and Plan should encourage and recognize that there will be costs for the development, implementation and administration of the Plan, the Parties must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

5.4 Flexibility of the Agency

5.4.1 The Parties agree that the Agreement and Plan should encourage maximum flexibility to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the Parties build their relationships and mutual trust.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT D

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit D

Water Code - WAT

DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999]

(Heading of Division 6 amended by Stats. 1957, Ch. 1932.)

PART 2.74. Sustainable Groundwater Management [10720 - 10737.8]

(Part 2.74 added by Stats. 2014, Ch. 346, Sec. 3.)

CHAPTER 5. Powers and Authorities [10725 - 10726.9]

(Chapter 5 added by Stats. 2014, Ch. 346, Sec. 3.)

10725.

(a) A groundwater sustainability agency may exercise any of the powers described in this chapter in implementing this part, in addition to, and not as a limitation on, any existing authority, if the groundwater sustainability agency adopts and submits to the department a groundwater sustainability plan or prescribed alternative documentation in accordance with Section 10733.6.

(b) A groundwater sustainability agency has and may use the powers in this chapter to provide the maximum degree of local control and flexibility consistent with the sustainability goals of this part.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.2.

(a) A groundwater sustainability agency may perform any act necessary or proper to carry out the purposes of this part.

(b) A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.

(c) In addition to any other applicable procedural requirements, the groundwater sustainability agency shall provide notice of the proposed adoption of the groundwater sustainability plan on its Internet Web site and provide for electronic notice to any person who requests electronic notification.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

10725.4.

(a) A groundwater sustainability agency may conduct an investigation for the purposes of this part, including, but not limited to, investigations for the following:

(1) To determine the need for groundwater management.

(2) To prepare and adopt a groundwater sustainability plan and implementing rules and regulations.

(3) To propose and update fees.

(4) To monitor compliance and enforcement.

(b) An investigation may include surface waters and surface water rights as well as groundwater and groundwater rights.

(c) In connection with an investigation, a groundwater sustainability agency may inspect the property or facilities of a person or entity to ascertain whether the purposes of this part are being met and compliance with this part. The local agency may conduct an inspection pursuant to this section upon obtaining any necessary consent or obtaining an inspection warrant pursuant to the procedure set forth in Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.6.

A groundwater sustainability agency may require registration of a groundwater extraction facility within the management area of the groundwater sustainability agency.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.8.

(a) A groundwater sustainability agency may require through its groundwater sustainability plan that the use of every groundwater extraction facility within the management area of the groundwater sustainability agency be measured by a water-measuring device satisfactory to the groundwater sustainability agency.

(b) All costs associated with the purchase and installation of the water-measuring device shall be borne by the owner or operator of each groundwater extraction facility. The water-measuring devices shall be installed by the groundwater sustainability agency or, at the groundwater sustainability agency's option, by the owner or operator of the groundwater extraction facility. Water-measuring devices shall be calibrated on a reasonable schedule as may be determined by the groundwater sustainability agency.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(c) A groundwater sustainability agency may require, through its groundwater sustainability plan, that the owner or operator of a groundwater extraction facility within the groundwater sustainability agency file an annual statement with the groundwater sustainability agency setting forth the total extraction in acre-feet of groundwater from the facility during the previous water year.

(d) In addition to the measurement of groundwater extractions pursuant to subdivision (a), a groundwater sustainability agency may use any other reasonable method to determine groundwater extraction.

(e) This section does not apply to de minimis extractors.

(Amended by Stats. 2015, Ch. 303, Sec. 551. Effective January 1, 2016.)

10726.

An entity within the area of a groundwater sustainability plan shall report the diversion of surface water to underground storage to the groundwater sustainability agency for the relevant portion of the basin.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.2.

A groundwater sustainability agency may do the following:

(a) Acquire by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of this part.

(b) Appropriate and acquire surface water or groundwater and surface water or groundwater rights, import surface water or groundwater into the agency, and conserve and store within or outside the agency that water for any purpose necessary or proper to carry out the provisions of this part, including, but not limited to, the spreading, storing, retaining, or percolating into the soil of the waters for subsequent use or in a manner consistent with the provisions of Section 10727.2. As part of this authority, the agency shall not alter another person's or agency's existing groundwater conjunctive use or storage program except upon a finding that the conjunctive use or storage program interferes with implementation of the agency's groundwater sustainability plan.

(c) Provide for a program of voluntary fallowing of agricultural lands or validate an existing program.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(d) Perform any acts necessary or proper to enable the agency to purchase, transfer, deliver, or exchange water or water rights of any type with any person that may be necessary or proper to carry out any of the purposes of this part, including, but not limited to, providing surface water in exchange for a groundwater extractor's agreement to reduce or cease groundwater extractions. The agency shall not deliver retail water supplies within the service area of a public water system without either the consent of that system or authority under the agency's existing authorities.

(e) Transport, reclaim, purify, desalinate, treat, or otherwise manage and control polluted water, wastewater, or other waters for subsequent use in a manner that is necessary or proper to carry out the purposes of this part.

(f) Commence, maintain, intervene in, defend, compromise, and assume the cost and expenses of any and all actions and proceedings.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.4.

(a) A groundwater sustainability agency shall have the following additional authority and may regulate groundwater extraction using that authority:

(1) To impose spacing requirements on new groundwater well construction to minimize well interference and impose reasonable operating regulations on existing groundwater wells to minimize well interference, including requiring extractors to operate on a rotation basis.

(2) To control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate, construction of new groundwater wells, enlargement of existing groundwater wells, or reactivation of abandoned groundwater wells, or otherwise establishing groundwater extraction allocations. Those actions shall be consistent with the applicable elements of the city or county general plan, unless there is insufficient sustainable yield in the basin to serve a land use designated in the city or county general plan. A limitation on extractions by a groundwater sustainability agency shall not be construed to be a final determination of rights to extract groundwater from the basin or any portion of the basin.

(3) To authorize temporary and permanent transfers of groundwater extraction allocations within the agency's boundaries, if the total quantity of groundwater extracted in any water year is consistent with the provisions of the groundwater sustainability plan. The transfer is subject to applicable city and county ordinances.

(4) To establish accounting rules to allow unused groundwater extraction allocations issued by the agency to be carried over from one year to another and voluntarily transferred, if the total quantity of groundwater extracted in any five-year period is consistent with the provisions of the groundwater sustainability plan.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(b) This section does not authorize a groundwater sustainability agency to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits. A groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

(Amended (as added by Stats. 2014, Ch. 346) by Stats. 2014, Ch. 347, Sec. 12. Effective January 1, 2015.)

10726.5.

In addition to any other authority granted to a groundwater sustainability agency by this part or other law, a groundwater sustainability agency may enter into written agreements and funding with a private party to assist in, or facilitate the implementation of, a groundwater sustainability plan or any elements of the plan.

(Added by Stats. 2015, Ch. 666, Sec. 3. Effective January 1, 2016.)

10726.6.

(a) A groundwater sustainability agency that adopts a groundwater sustainability plan may file an action to determine the validity of the plan pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure no sooner than 180 days following the adoption of the plan.

(b) Subject to Sections 394 and 397 of the Code of Civil Procedure, the venue for an action pursuant to this section shall be the county in which the principal office of the groundwater management agency is located.

(c) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance or resolution imposing a new, or increasing an existing, fee imposed pursuant to Section 10730, 10730.2, or 10730.4 shall be commenced within 180 days following the adoption of the ordinance or resolution.

(d) Any person may pay a fee imposed pursuant to Section 10730, 10730.2, or 10730.4 under protest and bring an action against the governing body in the superior court to recover any money that the governing body refuses to refund. Payments made and actions brought under this section shall be made and brought in the manner provided for the payment of taxes under protest and actions for refund of that payment in Article 2 (commencing with Section 5140) of Chapter 5 of Part 9 of Division 1 of the Revenue and Taxation Code, as applicable.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

(e) Except as otherwise provided in this section, actions by a groundwater sustainability agency are subject to judicial review pursuant to Section 1085 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.8.

(a) This part is in addition to, and not a limitation on, the authority granted to a local agency under any other law. The local agency may use the local agency's authority under any other law to apply and enforce any requirements of this part, including, but not limited to, the collection of fees.

(b) Nothing in this part shall be construed as authorizing a local agency to make a binding determination of the water rights of any person or entity, or to impose fees or regulatory requirements on activities outside the boundaries of the local agency.

(c) Nothing in this part is a limitation on the authority of the board, the department, or the State Department of Public Health.

(d) Notwithstanding Section 6103 of the Government Code, a state or local agency that extracts groundwater shall be subject to a fee imposed under this part to the same extent as any nongovernmental entity.

(e) Except as provided in subdivision (d), this part does not authorize a local agency to impose any requirement on the state or any agency, department, or officer of the state. State agencies and departments shall work cooperatively with a local agency on a voluntary basis.

(f) Nothing in this chapter or a groundwater sustainability plan shall be interpreted as superseding the land use authority of cities and counties, including the city or county general plan, within the overlying basin.

(Amended by Stats. 2015, Ch. 255, Sec. 10. Effective January 1, 2016.)

10726.9.

A groundwater sustainability plan shall take into account the most recent planning assumptions stated in local general plans of jurisdictions overlying the basin.

(Added by Stats. 2014, Ch. 347, Sec. 14. Effective January 1, 2015.)

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT E

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit E

INITIAL FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT RECITALS

A. This Initial Funding and Administrative Services Agreement ("AGREEMENT") is incorporated as **Exhibit E** into the JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY ("JPA"), as if fully set forth therein. To the extent any terms or conditions of this **Exhibit E** conflict with the JPA, the terms and conditions of the JPA shall prevail.
B. The Members share the common goal of cost effective, sustainable groundwater management within the Basin.
C. This AGREEMENT is authorized pursuant to Government Code section 6500, *et seq*., and defines the Members' respective initial financial contributions and cost-share responsibilities for operational and administrative costs of operating the Authority, and for contracting and engaging for administrative and professional services, in furtherance of the JPA.

THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, the Members agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions**. As used in this Agreement, unless the context requires otherwise, the meaning of the terms herein shall be the same as in the JPA.

ARTICLE 2: FUNDING

2.1 **Budgets and Member Contributions**.

2.1.1 **Fiscal Year.** The Fiscal Year of the Authority shall be July 1 – June 30.

2.1.2 **Initial Budgets.** Budgets developed by the Members for Fiscal Years 2017-2018 and 2018-2019 are set forth in **Exhibit F** to the JPA, which is attached and hereby incorporated into this AGREEMENT. Budgets are based on estimates of acreages and populations of the individual Members, as depicted in the jurisdictional map attached hereto and incorporated as **Exhibit G**.

2.1.3 **Funding Obligation Initial Budgets.** Each Member shall be responsible for funding a portion of said budget in accordance with the schedule set forth in **Exhibit F** ("Funding Obligation"). Members' Funding Obligation shall be paid in four equal installments, which shall accrue on July 1st, October 1st, February 1st, April 1st of Fiscal Years 2017/18 and 2018/19. Such installment payments shall be made within thirty (30) days of each accrual date. The Authority may pursue interest and penalties for delinquent payments made more than thirty (30) days after each accrual date. If an installment payment is more than sixty (60) days delinquent from an accrual date, such delinquent Members' Board representative shall not be entitled to vote on matters before the Authority pursuant to

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Article 4 of the JPA, and such Board member shall not be counted as present for purposes of the supermajority voting requirements in Art. 4.7 of the JPA. The obligation of each Member to make payments under the terms and provisions of this AGREEMENT is an individual and separate obligation of the Member and not a joint obligation with those of the other Members.

2.1.4 **In-Kind Services.** This AGREEMENT does not contemplate in-kind services, but the Board of Directors may consider adopting policies for in-kind services in lieu of a Member or Members Funding Obligation, or as an off-set to such Funding Obligation. Any policy for in-kind services in lieu of, or an off-set to, Funding Obligations shall require a written agreement between the Board and the Member providing in-kind services, and such agreement shall include detailed provisions for tracking in-kind costs, rates, reimbursements and in-kind offsets.

2.1.5 **Verification of Authority.** Each Member hereby verifies and confirms that it has authority to enter into this Funding Agreement, and that it understands and hereby acknowledges its Funding Obligation as set forth in this Article 2.

ARTICLE 3: SERVICES AGREEMENT AND ENGAGEMENT OF CONSULTANTS

3.1 Agreement with County for Administrative Services. The Members have designated a staff member of Colusa County as Administrator and will reimburse the County for Staff's services, as provided in the Administrator Staff Services Agreement between the Authority and the County of Colusa.

ARTICLE 4: WITHDRAWAL AND TERMINATION

4.1 **Withdrawal.** A Member may, in its sole discretion, unilaterally withdraw from the AGREEMENT, without causing or requiring termination of the AGREEMENT. Withdrawal shall become effective upon ninety (90) days after receipt of written notice to the Authority and the remaining Members listed in **Exhibit A**. A Member that has withdrawn from this AGREEMENT shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget and **Exhibit F** incurred, accrued, or encumbered up to the date the Member provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract. If a Member withdraws, the Board of Directors shall reassess the contributions of each remaining Member to fund the current budget and determine if the Board of Directors needs to request the contribution of additional funding from each Member.

4.2 **Termination and Term**.

4.2.1 This AGREEMENT may be terminated upon unanimous written consent of all current Members.

4.2.2 The Funding provisions of Article 2 shall terminate by the earlier of (a) two years from the effective date of this agreement or (b) adoption of an alternative funding plan approved by the Board of Directors. The Members may vote to extend the Funding

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

provisions of this AGREEMENT or adopt replacement Funding provisions by unanimous vote.

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT F

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

Exhibit F

Balance Sheet (Projected) Final Draft 5/5/2017

Colusa County GSA/JPA

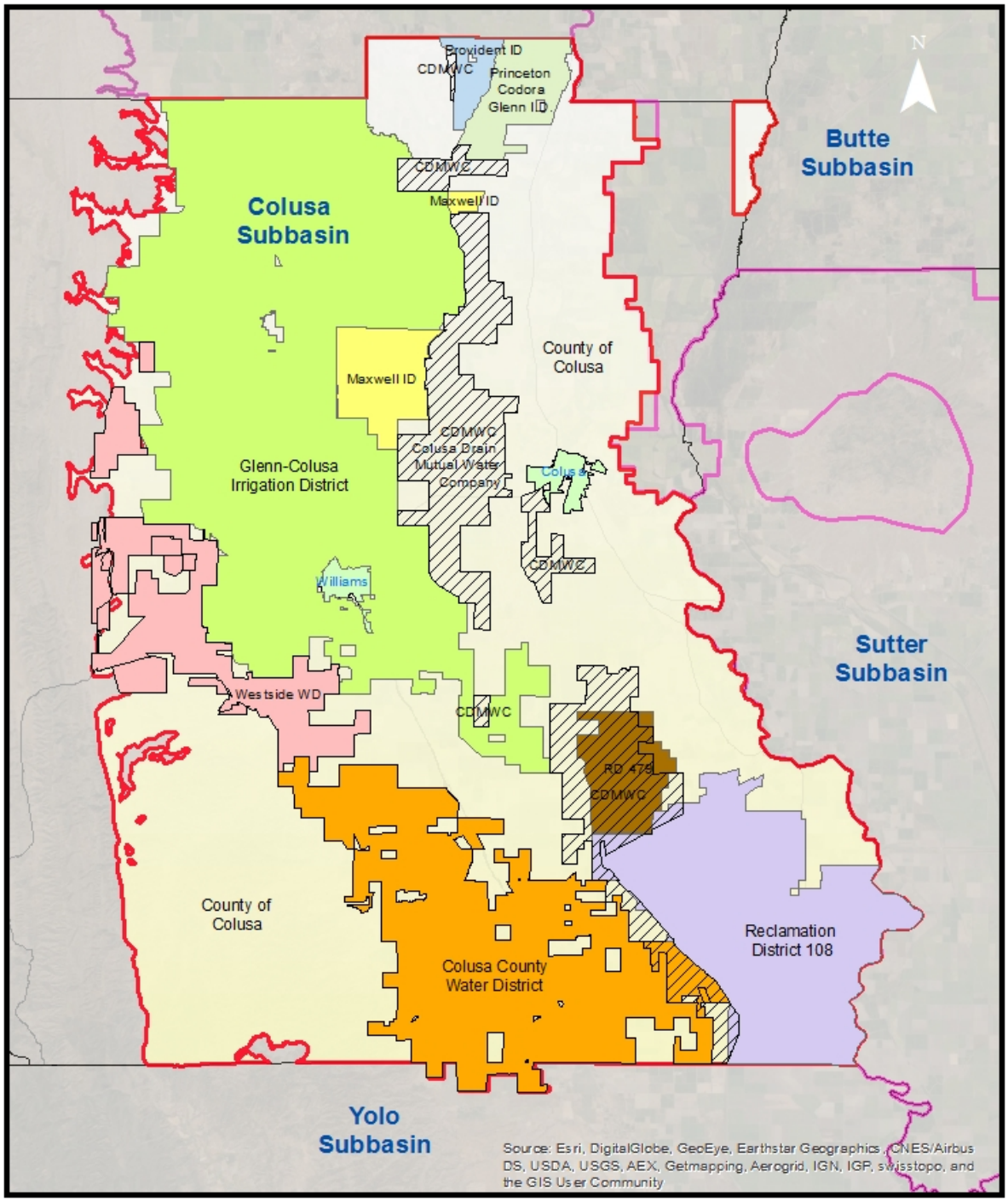
		Actuals FY 2016/17	Projected FY 2017/18	Actual	Projected FY 2018/19	Actual	Projected FY 2019/20	Actual	Projected FY 2020/21	Actual	Projected FY 2021/22	Actual	Projected FY 2022/23	Actual	
Assets															
Balance (Carryover)		-	-		26,127		(24,879)		(396,879)		(853,879)		(1,335,879)		
Grants															
Prop 1 Grant Funding, Counties		$ 100,000	$ 150,000		$ -		$ -		$ -		$ -		$ -		
Prop 1 Grant Funding, GSP					$ 240,000		$ 100,000		$ -		$ -		$ -		$ 340,000
Facilitation Services, DWR		$ 20,000	$ -		$ -		$ -		$ -		$ -		$ -		
Other		-	-		-		-		-		-		-		
Total Grants		$ 120,000	$ 150,000		$ 240,000		$ 100,000		$ -		$ -		$ -		
Agency Contributions															
County															
Program Manager (County - FY-2016)		129,000					-		-		-		-		
Program Administrative Support (County)					-										
County Work Plan Funding		1,715													
Legal Services (County)		20,000													
Agency Contributions, Fixed Fee (Start-up Fees)															
GCID		$ 1,715	$ 9,000		$ 9,000										
Colusa County Water District		$ 1,715	$ 9,000		$ 9,000										
Princeton/Provident		$ 1,715	$ 9,000		$ 9,000										
Maxwell/Westside			$ 9,000		$ 9,000										
RD 108		$ 1,715	$ 9,000		$ 9,000										
RD 479			$ 9,000		$ 9,000										
City of Williams			$ 9,000		$ 9,000										
City of Colusa			$ 9,000		$ 9,000										
Colusa Drain Mutual Water Company			$ 9,000		$ 9,000										
Groundwater Commission Seat #1			$ 9,000		$ 9,000										
Groundwater Commission Seat #2			$ 9,000		$ 9,000										
County Commissioner Seat			$ 9,000		$ 9,000										
Agency Contributions 70 cents per acre 2017 then 30 cents per acre 2018 (acres)															
GCID (103,006)	103,006		$ 72,104		$ 30,902										
Colusa County Water District (44,188)	44,188		$ 30,932		$ 13,256										
Princeton/Provident (5,606)	5,606		$ 3,924		$ 1,682										
Maxwell/Westside (22,189)	22,189		$ 15,532		$ 6,657										
RD 108 (34,337)	34,337		$ 24,036		$ 10,301										
RD 479 (6,133)	6,133		$ 4,293		$ 1,840										
City of Williams (acreage offset = population)	5,192		$ 3,634		$ 1,558										
City of Colusa (acreage offset = population)	5,946		$ 4,162		$ 1,784										
Colusa Drain Mutual Water Company (35,727)	35,727		$ 25,009		$ 10,718										
Groundwater Commission Seat #1 (54,238)	54,238		$ 37,967		$ 16,271										
Groundwater Commission Seat #2 (21,558)	21,558		$ 15,091		$ 6,467										
County Commissioner Seat (62,061)	62,061		$ 43,443		$ 18,618										
Other		-	-		-		-		-		-		-		
Total Agency Contributions		$ 157,575	$ 388,127		$ 228,054		$ -		$ -		$ -		$ -		
Assessments															
Per Acre Land Assessment (.15/ac)		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
Well Head Fee		-	-		-		-		-		-		-		
Extraction Fee		-	-		-		-		-		-		-		
Other		-	-		-		-		-		-		-		
Total Assessments		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
TOTAL Assets		$ 277,575	$ 538,127		$ 468,054		$ 100,000		$ -		$ -		$ -		
Liabilities															
Program Manager		$ (129,000)	$ (150,000)		$(150,000)		$(150,000)		$(150,000)		$ (150,000)		$ (150,000)		
Program Administration Support		-	-		-		(33,000)		(33,000)		(33,000)		(33,000)		
Legal Services		(20,000)	(60,000)		(45,000)		(45,000)		(45,000)		(45,000)		(45,000)		
Facilitation Services		(20,000)	(20,000)		(20,000)		-		-		-		-		
Certified Public Accountant (Yearly Audits)			(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		
JPA Insurance			(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		
County (or other) keeper of funds/Bookkeeper			(10,000)		(10,000)		(12,000)		(12,000)		(12,000)		(12,000)		
Consultant Prop 1 Grant Counties (#1,#2,#3)		(100,000)	(150,000)		-		-		-		-		-		
Consultant Prop 1 Grant GSP		-	-		-		-		-		-		-		
Work Plan/GSP Projects															
Work Plan		(8,573)	-		-		-		-		-		-		
Water Balance (#5)			(50,000)												
Hydrogeologic Conceptual Model (#4)					(75,000)										
GW Storage study & Sustainable Yield (#6)					(50,000)										
GW Model Evaluation (#7)					(15,000)										
GW Model Refinements (#8)							(100,000)								
ID Beneficial Uses and Users (#9)			(30,000)												
ID Management Areas (#10)			(20,000)												
Sustainable Management Criteria (#11 - zero cost)		-	-		-		-		-		-		-		
ID/Implement Monitoring Improvements (#12)							(75,000)		(150,000)		(150,000)				
Plans/Projects to increase recharge or reduce pumping (#13)									-		(50,000)		(50,000)		
Assemble/Analyze Data to evaluate effects of GW pumping (#14)							(25,000)		(25,000)						
Assemble/Analyze Data in areas with declining gw levels (#15)									(20,000)		(20,000)				
Prop 218															
Prop 218 Engineering Study (estimate 33 cents per acre to conduct)		-	-		(132,060)		-		-		-		-		
Prop 218 Election		-	-		-		(10,000)		-		-		-		
Other		-	-		-		-		-		-		-		
Contingency		-	-		-		-		-		-		-		
Total Current Liabilities		$ (277,573)	$ (512,000)		$(519,060)		$(472,000)		$(457,000)		$ (482,000)		$ (312,000)		
Balance		$ 2	$ 26,127		$ (24,879)		$(396,879)		$(853,879)		$ (1,335,879)		$(1,647,879)		

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT G

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

EXHIBIT G: COLUSA GROUNDWATER AUTHORITY (CGA) GSA MEMBER AGENCIES' AREAS



Last Update: 9/3/2020

Attachment: JPA Updates2__CLEAN_12.22.2020_CGA BOARD APPROVED (6319 : Resolution to Approve Amendment 2 of the Colusa

C20-197

Administrator Staff Services Agreement

This Administrator Staff Services agreement ("Agreement") is between the COUNTY OF COLUSA ("County"), a political subdivision of the State of California, and the COLUSA GROUNDWATER AUTHORITY ("Authority"), a joint powers authority.

1. **Services to be Performed:** The Authority is desirous to have County staff perform services as the Administrator for the Authority and the County is agreeable to provide the services as the Authority's Administrator as defined herein.

   A. **Scope of Administrator Services and Recoverable Costs**. The Administrator's services may include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. The Administrator shall 1) develop agendas and staff reports for Board packets; 2) bring pertinent issues to the attention of the Board; 3) prepare and present a proposed budget to the Authority and control the approved budget; 4) appoint, direct and remove employees of the Authority; 5) implement and manage contracts and agreements approved by the Authority, and 6) perform such other and additional duties as assigned by the Authority.

   B. **Assignment of Staff.** The County reserves the right to select and assign staff to serve as the Authority's Administrator subject to the Authority's approval. The services of the assigned Administrator may be supplemented by other County staff at the discretion of the County.

   C. **Direction of the Board of Directors.** The services provided by the Administrator shall be at the direction of the Board of the Authority. The Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

2. **Term:** This Agreement shall begin on the later date that the Authority and County have approved the Agreement and shall continue until terminated in accordance with the provisions of this Agreement.

3. **Compensation:** The Authority shall reimburse the County for the actual cost to the County for providing the staff time, materials, and other indirect expenses required to carry out the administrative services required, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like.

Attachment: C20-197 Staff Services Agreement with Colusa Groundwater Authority (6319 : Resolution to Approve Amendment 2 of the Colusa

C20-197

4. **Method of Payment:** The County shall invoice the Authority on a bi-monthly basis, or at another frequency determined by the County, for all costs and expenses incurred by the County in carrying out the services to the Authority. Invoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the invoicing period. The Authority shall pay all invoices within sixty (60) days of receipt. The hourly rate of County staff will be estimated at the beginning of each fiscal year based on the estimated staff's cost in performing services to the Authority including but not limited to wages, benefits, services and supplies developed from the County's departmental budget. At the end of each year, a true-up of estimated versus actual hourly rate will be calculated for the current fiscal year and the Authority will pay for any underpayment or the County will refund any overpayment based on the true-up of costs and expenses.

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

6. **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 in connection with this Agreement.

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

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

9. **Amendments**: This Agreement may be modified or amended only by a written document executed by both Authority and County.

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

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

Attachment: C20-197 Staff Services Agreement with Colusa Groundwater Authority (6319 : Resolution to Approve Amendment 2 of the Colusa

C20-197

12. Termination: This Agreement may be terminated for the following reasons:

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

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

13. Partial Invalidity. If any provision of this Agreement 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: 10/27/20

Denise J. Carter, Board Chair

COLUSA GROUNDWATER AUTHORITY

Date: 11/4/20

Hilary Reinhard, Authority Vice Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Melissa Kitts, Deputy

Attachment: C20-197 Staff Services Agreement with Colusa Groundwater Authority (6319 : Resolution to Approve Amendment 2 of the Colusa

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

EXHIBIT E
INITIAL FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT RECITALS

ARTICLE 3: SERVICES AGREEMENT AND ENGAGEMENT OF CONSULTANTS

3.1 Agreement with County for Administrative Services.

3.1.1 **Services Agreement between County and Authority.** The Members contemplate that the County of Colusa will provide administrative and related services for the Authority during the term of this AGREEMENT. Upon formation of the Authority, the County and Authority may negotiate a new administrative services agreement to augment or supersede this AGREEMENT.

3.1.2 **Scope of County Services and Recoverable costs.** For the term of this AGREEMENT, the County shall provide administrative and financial services to the Authority. Such services many include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. A more detailed scope of services shall be stated in the services agreement between the County and Authority, as provided in Article 3.1.1 hereof.

3.1.3 **Invoicing and Payment and Reimbursement of County Services.** The County shall invoice the Authority monthly for all costs and expenses incurred in carrying out the services required under this AGREEMENT, and as required under a future funding agreement. Said invoices shall include the reasonable cost to the County for providing the staff and human resources time required to carry out the administrative services under this AGREEMENT, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like. Invoicing shall be monthly, and invoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the prior month. The Authority shall pay all invoices within thirty (30) days of receipt.

3.1.4 **Direction of the Board of Directors.** The services provided in this AGREEMENT shall be at the direction of the Board of the Authority, although the County is and shall remain the employer of any staff providing services hereunder. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

3.2 Engagement of Consultants.

3.2.1 **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members

Attachment: C20-197 Staff Services Agreement with Colusa Groundwater Authority (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.

3.2.3 **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed approve all consultant and related contracts.

Attachment: C20-197 Staff Services Agreement with Colusa Groundwater Authority (6319 : Resolution to Approve Amendment 2 of the Colusa

FIRST AMENDMENT OF THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY, DATED JUNE 27, 2017

This First Amendment of the June 27, 2017 "Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority" ("**JPA**"), having been approved by at least two-thirds (2/3) of the Members as provided by Article 8.1 of the JPA, shall amend the JPA as follows:

A. The following Articles of the JPA are amended:

5.7. Depositary, Treasurer, Auditor and Controller. The Treasurer of the Authority shall initially be the County Treasurer, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in separate accounts in the name of the Authority, as designated by the Board, and not commingled with any other County Fund, funds of any Member, or any other person or entity. The Board may elect to appoint a different Treasurer and Auditor, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5, or may appoint one of its officers or employees to serve either or both positions, as further provided by Government Code section 6505.6.

5.8. Accounting. Full books and accounts shall be maintained for the Authority in accordance with practices consistent with those utilized for similar public agencies. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9. Audit. A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually or bi-annually in accordance with the provisions of Government Code section 6505. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination. Copies of the Fiscal Year 2017/2018 audit report shall be filed with the State Controller and each Member by March 31, 2019.

5.10. Expenditures. All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget

Attachment: CGA JPA - First Amendment (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers

only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board,, and are subject to Authority cash balances.

B. The JPA is not otherwise amended or modified.

I, Mary Fahey, Secretary of the Colusa Groundwater Authority, hereby certify that I have received written confirmation from the governing bodies of at least two-thirds (2/3) of the Members of said Authority that they have approve the foregoing amendments of the JPA, effective **April 17, 2019**.

Mary Fahey, Secretary of the Colusa Groundwater Authority.

Attachment: CGA JPA - First Amendment (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

JOINT EXERCISE OF POWERS AGREEMENT

ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this 29th day of June, 2017 ("**Effective Date**"), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*. ("**JPA Act**") by and among the entities listed in **Exhibit A** attached hereto and incorporated herein (collectively "**Members**").

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the "Sustainable Groundwater Management Act," or "SGMA." Governor Brown signed the legislation on September 16, 2014, and it became effective on January 1, 2015.

B. Each of the Members overlies the Colusa and Yolo County portions of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, or the Colusa County portion of the West Butte Subbasin of the Sacramento Valley Groundwater Basin, Department of Water Resources Basin No. 5-021.58, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2 ("Basin").

C. Each of the Members is authorized to become, or participate in, a Groundwater Sustainability Agency ("GSA") under SGMA.

D. The Members desire, through this Agreement, to form the Colusa Groundwater Authority ("Authority"), a separate legal entity, for the purpose of acting as the GSA for the Basin.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the Basin.

F. The Authority will serve a coordinating, administrative and implementing role in order to provide for sustainable groundwater management of the Basin. Each of the Members (or groups of Members) will have responsibilities to carry out the Groundwater Sustainability Plan and to coordinate with the Authority to implement SGMA within the Members' jurisdictional areas.

G. This Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Basin.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. **"Agreement"** shall mean this Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority.

b. **"Authority"** shall mean the Colusa Groundwater Authority established by this Agreement.

c. **"Basin"** shall mean, for purpose of this Agreement, the Colusa and Yolo County areas of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and the Colusa County area of the West Butte Subbasin of the Sacramento Valley Groundwater Basin (excluding the area within the boundaries of Reclamation District No. 1004), California Department of Water Resources Basin No. 5-021.58, as such subbasin boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2. The Basin is depicted in **Exhibit B**.

d. **"Board of Directors"** or **"Board"** shall mean the governing body formed to implement this Agreement as established herein, and **"Director"** or **"Directors"** shall mean the individual member or members of the Board appointed pursuant to Section 4.1.

e. **"DWR"** shall mean the California Department of Water Resources.

f. **"Effective Date"** shall be as set forth in the Preamble of this Agreement.

g. **"Groundwater Sustainability Agency"** or **"GSA"** shall mean an agency enabled by SGMA to regulate defined portions of the Basin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

h. **"Groundwater Sustainability Plan"** or **"GSP"** shall have the definition set forth in SGMA.

i. **"GSA Boundary"** shall mean those lands located within the Basin as depicted in **Exhibit B**.

j. **"JPA Act"** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*.

k. **"Member"** shall mean any of the signatories to this Agreement, and **"Members"** shall mean all of the signatories to this Agreement, collectively. Each of the Members shall be authorized to become, or participate in, a Groundwater Sustainability Agency under SGMA.

l. **"SGMA"** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: ORGANIZING PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop and implement a GSP for the Basin in compliance with SGMA, consistent with the general principles set forth in that certain unexecuted Memorandum of Agreement among the Members and other stakeholders, attached hereto as **Exhibit C**.

2.2 Prior to June 30, 2017, any Member that has previously notified DWR of its intent to be a GSA in the Basin shall formally notify DWR of its withdrawal or rescission of such notification to allow the Authority to become the GSA for the Basin

2.3 The Members intend through this Agreement to take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP. As appropriate, the Authority shall cooperate with neighboring groundwater basins and neighboring GSAs to efficiently implement SGMA in the Basin.

2.4 The Members intend through this Agreement to form the Authority, elect for the Authority to serve as the GSA for the Basin, and authorize the Authority to make any and all necessary filings with DWR for the Authority to become the GSA for the Basin prior to June 30, 2017.

2.5 To the extent any Member determines in the future to become a GSA separate and apart from the Authority, such Member will coordinate with the Authority to take all actions necessary to allow such Member to become a separate GSA and to ensure that the Authority may otherwise continue consistent with the requirements of SGMA. The Authority will work cooperatively with such Member to coordinate implementation of SGMA within the Basin.

2.6 After the Effective Date of this Agreement, if it is determined that this Agreement is defective as a result of Colusa Drain Mutual Water Company's participation as a Member of the Authority, the Colusa Drain Mutual Water Company will be deemed to withdraw from this joint exercise of powers agreement and this Agreement will serve as an agreement between the Colusa Drain Mutual Water Company and the other Members of the Authority. Notwithstanding the preceding sentence, this Agreement shall establish Colusa Drain Mutual Water Company's rights and obligations in the Authority without further action by Colusa Drain Mutual Water Company or the other Members. In the event of a determination described in this Article 2.6, this Agreement shall remain in full force and effect and shall not otherwise change the rights and obligations of the other Members or the Colusa Drain Mutual Water Company.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3(c).

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the "Colusa Groundwater Authority," a public entity separate and apart from its Members.

3.4 **Election for Authority to Serve as GSA.** Upon its formation pursuant to this Agreement, the Authority shall serve as the GSA for the Basin and shall make any and all necessary filings with regulatory agencies to become and serve as the GSA for the Basin prior to June 30, 2017. In approving this Agreement and electing for the Authority to serve as the GSA for the Basin, Members shall comply with Water Code section 10723(b), including any public notice and hearing requirements.

3.5 **Purposes of the Authority.** The purposes of the Authority are to:

a. Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

b. Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;

c. Become and serve as the GSA for purposes of management of the Basin in accordance with SGMA; and

d. Develop, adopt and implement a legally sufficient GSP for the Basin, subject to the limitations set forth in this Agreement.

3.6 **Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members and any and all additional powers granted by SGMA, as set forth in Water Code Part 2.74, Chapter 5, section 10725, *et seq*. The powers of the Authority shall be coextensive with the authorities granted by SGMA, as it may be amended from time to time. Amendments to SGMA by the California Legislature, and the resulting modification powers of the Authority, shall not constitute an amendment of this Agreement. SGMA authorities, as they exist on the effective date of this Agreement, are attached hereto as **Exhibit D**.

3.7 **Designation.** Pursuant to Government Code section 6509, the Members hereby designate the County of Colusa for purposes of determining restrictions upon the manner of exercising the power of the Authority.

3.8 **Powers Reserved to Members.** Each of the Members reserves the right, in its sole and absolute discretion, to:

a. Maximize input to the Plan chapter or section of the GSP adopted by the Authority as applicable within the Member's boundaries;

b. Subject to applicable limitations in this Agreement, implement GSP actions adopted by the Authority within the Member's boundaries;

c. Withdraw from this Agreement and become its own GSA, to the extent authorized by SGMA, and to thereafter exercise the powers conferred to a GSA, within the Member's boundaries;

d. Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member's police power and land use authority;

e. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement.

3.9 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.4 of this Agreement.

3.10 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **Exhibit B**.

3.11 **Role of Members.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement, including actions specifically required by this Agreement. The support of each Member is important to the success of the Authority.

3.12 **Other Officers and Employees.** The Members do not anticipate that the Authority will have any employees. However, the Authority may:

a. Provide that any employee of a Member, and subject to a written agreement between that Member and the Authority, may be in the nature of an independent contractor of the Authority, and shall perform, unless

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

otherwise provided by the Board, the same various duties for the Authority as for his or her employer in order to carry out this Agreement;

b. Engage one or more Members or third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager is appointed, and consistent with Article 3.12.a., the manager shall at all times maintain exclusive control over any employees of or contractors to the manager assigned to perform services under the manager's contract with the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals;

c. Employ or contract for competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows:

- One member of the County Board of Supervisors, appointed by the County Board of Supervisors;
- One member of the Colusa City Council, appointed by the City of Colusa City Council;
- One member of the Williams City Council, appointed by the City of Williams City Council;
- One member of the Board of the Glenn Colusa Irrigation District, appointed by the Glenn Colusa Irrigation District;
- One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members;
- One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members;
- One member of the Board of the Colusa County Water District, appointed by the Colusa County Water District;
- One member of the Board of Reclamation District 108, appointed by Reclamation District 108;

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

- One member of the Board of Reclamation District 479, appointed by Reclamation District 479;
- One member of the Board of the Colusa Drain Mutual Water Company, proposed by the Colusa Drain Mutual Water Company, which will be appointed by the Authority;
- Two representatives of private groundwater pumpers, recommended by the Colusa County Groundwater Commission and appointed by the County Board of Supervisors, who are members of the Colusa County Groundwater Commission.

a. **Modifications to Board.** The composition of the Board of Directors may be modified from time to time to reflect the withdrawal or termination of any Member or the admission of any new Member to the Authority, subject to the procedures provided herein. Admission and withdrawal of new Members, and modifications to the Board of Directors to reflect such changes, shall not constitute an amendment of this Agreement.

b. **Alternates to Board members.** The appointing authority of each Member, as set forth above, may appoint an alternate or alternates to the Board. Alternates shall be identified to the Board at the same time as Board appointments, and any modifications to a Member's alternate or alternates as soon as practicable after such modification has been made. Alternates may vote on all matters before the Authority in the absence of the appointed Board member or representative. Each alternate shall be informed of the business of the Authority and the actions to be taken when acting on behalf of a Board member. The Board may in the future adopt additional procedures for the qualification and appointment of alternate Board members, and for the voting rights of such alternates.

c. All members of the Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700).

4.2 **Term of Directors.** Each member of the Board of Directors, and alternates to the Board member, will serve at the pleasure of its appointing authority, which shall have the authority to appoint and remove its appointees in its sole and absolute discretion. Each appointing authority shall notify the Authority in writing of its designated Board members and alternate Board members.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, and a secretary, and shall appoint a Treasurer as provided in Article 5.7. The chairperson and vice-chairperson shall be Directors of the Board and the secretary may, but need not, be a Director of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

4.5 **Quorum.** A majority of the Board of Directors will constitute a quorum for the purpose of conducting business, unless there is an even number of Directors on the Board of Directors, in which case a quorum may be established with half the Board members.

4.6 **Voting.** Except as to actions identified in Section 4.7, the Board of Directors will conduct all business by vote of a majority of the Directors present, if a quorum shall be established, and each Director shall have one (1) vote. Prior to voting, Board members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Board. If any Board member or Member strongly objects to a consensus-based decision prior to a vote being cast, the Board shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Article 4.6 or Article 4.7 below, as applicable.

a. At the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend that the voting structure described in this Article 4.6 be modified in any respect. If the Board of Directors recommends such modification, the governing body of each Member shall consider the recommended modification(s) and shall report back to the Board of Directors regarding the Member's position thereon.

4.7 **Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote of the Directors present:

a. Approval of the Authority's annual budget and amendments to the annual budget, consistent with Article 5 and **Exhibit E**;

b. Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;

c. Decisions concerning property acquisition and ownership;

d. Decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority's annual budget, and concerning contracts exceeding monetary thresholds determined by the Board;

e. Issuance of bonds or other indebtedness;

f. Adoption of rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;

g. Decisions related to the establishment of the Members' funding obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1 and **Exhibit E**, or any amendments or modifications of Members' funding obligations;

h. Adoption of a GSP and any amendments or modifications of a GSP;

i. Decisions related to Basin boundary adjustments;

j. Adoption of procedures for the appointment of Officers and alternate Board members, and for the voting rights of such alternates; and

k. Involuntary removal of any Member pursuant to Article 6.2.

4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the "Ralph M. Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

4.9 **Rules, Regulations, By-Laws and Ordinances.** The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate Colusa County to serve as administrator of, and keeper of records for, the Authority.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Funding; Initial Contributions and Expenses.** Upon execution of this Agreement, and for a period not to exceed the earlier of (a) two years or (b) adoption of an alternative funding plan approved by the Board, the Members agree to share the operating and administrative costs of operating the Authority in accordance with the percentages set forth in the Initial Funding and Administrative Services Agreement attached as **Exhibit E** hereto, including **Exhibit F** and **Exhibit G**, which are hereby incorporated into this Agreement. Each Member will make quarterly payments of its share of the operating and administrative costs. Members shall make payments as required in the Funding Agreement within thirty (30) days of the payment accrual dates in the Funding Agreement. Each Member will be solely responsible for identifying and allocating funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and separate obligation of the Member and not a joint obligation with those of the other Members.

5.2 **Funding Plan; Long-Term Funding.** Upon the formation of the Authority, the Board of Directors shall work diligently on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative costs of the Authority. The long-term funding plan shall supersede and replace the initial funding plan described in section 5.1 above, at the earliest possible date.

a. The long-term funding plan may include provision for reimbursement or offset of the Members' initial funding contributions pursuant to section 5.1 above, as authorized by law.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

b. If a long-term funding plan is unlikely to be adopted and implemented within two years of this Agreement, the Board shall meet and confer with the Members to determine how to fund the activities of the Authority beyond the initial two years, or to take other appropriate action including but not limited to, termination of the Authority.

c. To the extent that the County is engaged to provide long-term services to the Authority pursuant to Article 5.2, the Authority will be charged for services provided consistent with the County's Indirect Cost Allocation Plan. Because charges may be approved by the State up to two years after they are incurred, individual members may be responsible for expenses up to two years after the Authority is dissolved.

5.3 **Indemnification.** Members, Directors, officers, agents and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and members of the Board, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

a. The Authority shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Authority, and/or any self-insurance programs joined by the Authority, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

5.4 **Repayment of Funds.** Unless the Board determines otherwise, no refund or repayment of the initial commitment of funds specified in Article 5.1 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

5.5 **Budget**. The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Thereafter, a budget shall be adopted no later than March 1 of the preceding fiscal year. A copy of the adopted budget shall be submitted to the County Auditor-Controller for inclusion in the financial system.

5.6 **Alternate Funding Sources.** The Board may obtain State of California or federal grants.

5.7 **Depositary, Treasurer, Auditor and Controller.** The Treasurer of the Authority shall be the County Treasurer, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in a separate County Trust Fund within the County Treasury in the name of the Authority and not commingled with any other County Fund, funds of any Member, or any other person or entity. In accordance with California Government Code sections 6505 and 6505.5, the County Auditor-Controller shall perform the functions of the Auditor or Controller for the Authority and shall draw warrants to pay demands against the Authority when the demands have been approved by any person authorized to so approve under this Agreement, provided sufficient funds are available. The County Auditor-Controller must be provided in writing the names of authorized individuals and signature samples. Subject to the voting requirements in Article 4.7, the Board may elect to appoint a different Treasurer or person to serve as Auditor and Controller, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5.

5.8 **Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices established by the County Auditor-Controller, in compliance with Accounting Standards and Procedures for Counties and Governmental Accounting Standards Board (GASB). The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually in accordance with the provisions of Government Code section 6505. Copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination.

5.10 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board. All approved and requisitioned payments must be consistent with the County audit and claims process, and are subject to Authority cash balances.

5.11 **No Member Liability.** As provided by Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 **Addition to Membership.** Any local agency within the Basin that is qualified to be a GSA pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of its effective date, is eligible to become a Member of the Authority subject to the requirements in this Article 6.1. Such local agency must notify the Authority in writing of its intent to become a Member, and the Authority shall confirm the local agency's membership in writing within sixty (60) days, provided the local agency's notice of intent includes all of the following verifications:

a. The local agency is qualified to be a GSA under the applicable requirements of Water Code section 10723;

b. The local agency agrees to become a Member of and signatory to this Agreement, and subject to all requirements, rights and obligations of this Agreement;

c. The local agency agrees to contribute a proportionate share of the costs of the Authority, as reasonably determined by the Board of the Authority. Such costs may include, at the discretion of the Board, reasonable reimbursement for costs incurred in the formation and early implementation of the Authority pursuant to Article 5.1 and the Funding Agreement.

The Board's written confirmation of the new membership will serve as an addendum to this Agreement, and to **Exhibit A**, and shall ratify the admission of the new Member to the Authority. Such addendum does not constitute an Amendment of this Agreement, nor does it require separate approval of this Agreement by the Members. Upon written confirmation by the Board of the new membership, such new Member may appoint a Board member and alternates as provided in Article 4.1, and shall be entitled to participate in the Authority as provided herein.

6.2 **Noncompliance; Involuntary Removal.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in this Article 6.2. Such actions may include, for example and without limitation, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to implement measures as may be required of the Member by the GSP, or which the Member has authority to impose on landowners and pumpers within the Member's jurisdiction. Involuntary removal may only be exercised by the Board after participating in a meet and confer process regarding the proposed involuntary removal and otherwise pursuing other reasonable efforts to resolve the Member's non-compliance, including third party neutral dispute resolution processes if appropriate as provided in Article 8.6. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.3 **Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective ninety (90) days after receipt of written notice to the Authority, provided that the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority up until the effective date of the Member's withdrawal; except that, a withdrawing Member will not be responsible for any obligation or liability that the Member has voted against or has voiced its disapproval on at a Board meeting, provided the Member provides written notice of its withdrawal from the Authority within three days of the Board action. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.

6.4 **Termination.** This Agreement may be terminated and the Authority dissolved by a unanimous vote of the Board. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5. Nothing in this Article will prevent a Member from withdrawing from this Agreement and the Authority as provided for in this Agreement, or from entering into other joint exercise of power agreements.

6.5 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to any obligation required by Articles 5.

6.6 **Rights of Member to Become GSA in Event of Withdrawal or Removal.** Upon withdrawal or involuntary removal of a Member, or termination of this Agreement pursuant to Article 6.4, whether occurring before or after June 30, 2017, the withdrawing or removed Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or removed Member's boundaries being in a GSA, as designated by the withdrawing or removed Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or removing Member and so notify the California Department of Water Resources.

6.7 **Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

ARTICLE 7: PROJECTS AND MANAGEMENT ACTIONS

7.1 **Special Project Agreements.** Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 7.1 shall conflict with the terms of this Agreement or the GSP.

7.2 **Special Project Expenses.** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. Special project expenses shall be paid by the parties to the respective special project agreements.

7.3 **Indemnification of Other Members; Special Projects.** Members participating in special project agreements, if the Authority is a party to such agreement, shall hold each of the other Members who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 5.3 for Members in general, except that they shall be limited to liabilities incurred for the special project.

7.4 **Identified Management Actions.** In the development of this Agreement certain Members have identified particular activities and strategies that should be considered by the Authority as it develops the GSP. Without predetermining how these activities and strategies will be considered and implemented, the Members hereby direct the Authority to consider the following in the development of the GSP, without limitation:

a. Formation of management areas or other tools to address unique or particular circumstances in the Basin;

b. Development of water budgets and other accounting practices to facilitate sustainable groundwater management;

c. Utilization of groundwater banking concepts to maximize the use of the Basin for the benefit of the Members and residents in the Basin, consistent with SGMA's goals and objectives.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Amendments.** This Agreement may be amended from time to time by a two-thirds (2/3) vote of the Members; except that a unanimous vote of the Members shall be required for amendments to provisions of this Agreement regarding withdrawal of Members, including but not limited to withdrawals pursuant to Article 6.3. Except as otherwise provided herein, the Authority may not amend the terms of this Agreement.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

8.2 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

8.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, delivered to the address or facsimile numbers of the Members listed in **Exhibit A**.

8.4 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.6 **Dispute Resolution.** The Board of the Authority shall develop rules and policies for third party neutral dispute resolution to resolve disputes that may arise under this Agreement.

8.7 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.8 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 **Construction and Interpretation.** This Agreement has been arrived at through negotiation, and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By Brooke Reading
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By Donald R Bransford
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By Jamie Traynham
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By _____
City of Colusa

By _____
County of Colusa

By _____
Colusa County Water District

By _____
Colusa Drain Mutual Water Company

By _____
Glenn Colusa Irrigation District

By _____
Maxwell Irrigation District

By _____
Princeton-Codora-Glenn Irrigation District

By _____
Provident Irrigation District

By _____
Reclamation District 108

By _____
Reclamation District 479

By _____
Westside Water District

By _____
City of Williams

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT A

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT A

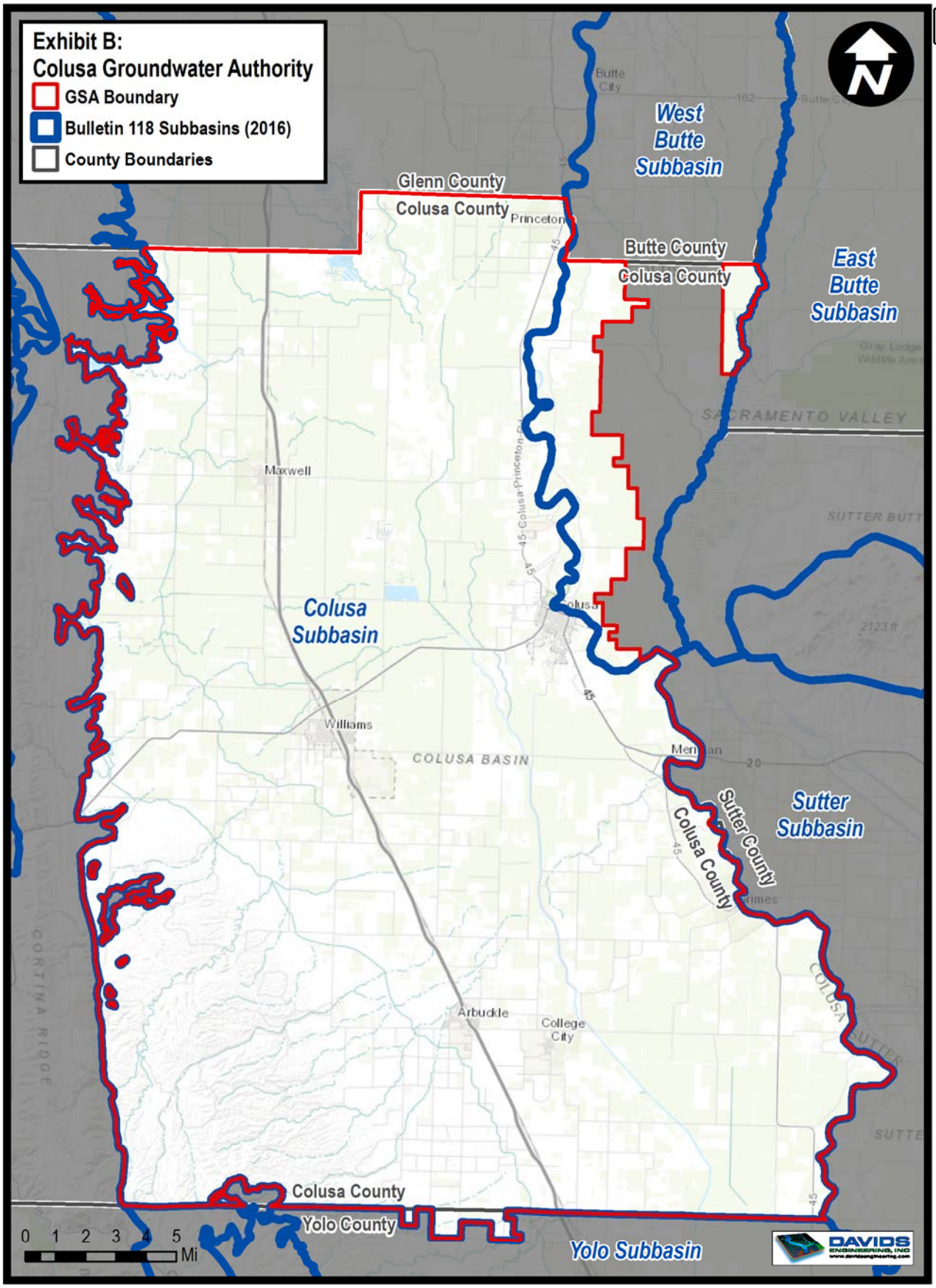
MEMBER ENTITIES ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY

- Colusa County Board of Supervisors
- Colusa City Council
- Williams City Council
- Glenn Colusa Irrigation District
- Maxwell Irrigation District
- Westside Water District
- Princeton-Codora-Glenn Irrigation District
- Provident Irrigation District
- Colusa County Water District
- Reclamation District 108
- Reclamation District 479
- Colusa Drain Mutual Water Company

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT B

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)



Map edited: 5/8/2017

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT C

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Exhibit C

Memorandum of Agreement

Defining Colusa Subbasin Groundwater Sustainability Interests

This Memorandum of Agreement (MOA) is made and entered into by and among the County of Colusa, the City of Colusa, the City of Williams, Glenn Colusa Irrigation District, Princeton-Codora-Glenn Irrigation District, Provident Irrigation District, Colusa County Water District, Maxwell Irrigation District, Westside Water District, Reclamation District 108, Reclamation District 479 *(Structure to be determined: Reclamation District 1004, Colusa Drain Mutual Water Company, Colusa County Private Pumpers)* which are referred to herein individually as a "Party" and collectively as "Parties," for the purposes of developing a joint exercise of powers agreement and joint powers agency to serve as the Groundwater Sustainability Agency in the Colusa County portion of the Colusa Subbasin in support of Senate Bills 1168, 1319 and 13, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (the Act). This MOA shall hereinafter be known as the Colusa County Groundwater Sustainability Agency MOA.

Recitals

WHEREAS, on September 16, 2014 Governor Jerry Brown signed the Act into law; and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act was amended on January 1, 2016; and

WHEREAS, the Act requires, among other things, sustainable management of groundwater basins, local management of groundwater, minimum standards for sustainable groundwater management, and provides local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, section 10720.7 of the Act requires that all basins designated as high-or-medium priority basins designated in Department of Water Resources Bulletin 118 be managed under a Groundwater Sustainability Plan, or coordinated Groundwater Sustainability Plans, pursuant to the Act; and

WHEREAS, the Colusa Subbasin is located within the Sacramento Valley Basin and is designated as a medium priority basin; and

WHEREAS any local public agency is eligible to become a Groundwater Sustainability Agency (GSA); and

WHEREAS, a local public agency is defined in Section 10721 of the Act as an agency having water supply, water management, or land use responsibilities within a groundwater basin; and

WHEREAS, each of the Parties to this MOA is a local public agency within or partially within the County of Colusa and the Colusa Subbasin; and

WHEREAS several of the Parties have filed notices that they will act as a GSA for some portion of the subbasin within Colusa County.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

WHEREAS, there are groundwater extractors in the Colusa Subbasin, including private individuals and corporations, which are outside of the boundaries of public agencies signatory to this MOA, other than the County ("Unaffiliated Extractors"); and

WHEREAS, Unaffiliated Extractors in the Colusa Subbasin include Native American Tribes and federal agencies; and

WHEREAS, the water laws of the State of California recognize the priority of overlying groundwater rights relative to appropriative groundwater rights, and further recognize the correlative nature of overlying groundwater rights (that is, properties overlying a groundwater basin share an equal right and priority to the reasonable and beneficial use of the sustainable yield of the groundwater basin); and

WHEREAS, the Parties acting through this MOA intend to maintain an open line of communication and to work cooperatively with local Native American Tribes and federal agencies during SGMA planning and implementation; and

WHEREAS, the Parties, acting through this MOA intend to work cooperatively with other local agencies and Unaffiliated Extractors in the Colusa Subbasin to manage the Subbasin in a sustainable manner pursuant to the requirements set forth in the Act; and

WHEREAS, the Parties intend to execute a Joint Exercise of Powers Agreement pursuant to the Joint Exercise of Powers Act, Government Code Section 6500, et seq., for the purpose of forming a single GSA to manage the Colusa Subbasin consistent with the Act and pursuant to the principles in this MOA; and

WHEREAS upon future request and notification, the Parties will add other local public agencies as signatories to the intended joint powers agreement and members of the GSA;

NOW, THEREFORE, the Parties hereby agree as follows.

Section 1. Definitions

As used in this MOA, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1. "Act" refers to the Sustainable Groundwater Management Act.
2. "Agency" means the Colusa County Groundwater Sustainability Agency, formed pursuant to the Agreement.
3. "Agreement" means the Joint Exercise of Powers Agreement, as authorized by Government Code section 6500, et seq., contemplated in this MOA, which will establish the Agency for purposes of developing and implementing the Plan contemplated herein.
4. "Beneficial Uses and Users" include, without limitation, all current and future potential beneficial uses and users of groundwater in the Colusa Subbasin, as well as other parties responsible for implementing and carrying out the Plan.
5. "Committee" shall mean any committee established pursuant to this MOA.
6. "County" shall mean the County of Colusa in its role as a local public agency (as defined in the Act) and as a governing jurisdiction.
7. "Department" means the California Department of Water Resources.
8. "Effective Date" means the date on which the last Party executes this MOA.
9. "Fiscal Year" means July 1 through June 30.
10. "Governing Board" means the governing body of the Agency.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

11. "Member's Governing Body" means the respective Board of Directors or other voting body that controls each individual local public agency that is signatory to this MOA.
12. "Party" and "Parties" shall mean all organizations, individuals and collectives that are signatories to this MOA.
13. "Plan" refers to the Groundwater Sustainability Plan adopted by the Agency in coordination with the [Stakeholders/Beneficial Interests] pursuant to the Agreement.
14. "State" means the State of California.
15. "Subbasin" or "Colusa Subbasin" means the Colusa Subbasin as defined in State of California Bulletin 118.

Section 2. Purpose

2.1 The purpose of this MOA is to describe general and specific principles that reflect mutual understanding of the Parties concerning commitments and obligations associated with implementing the Act in the Colusa Subbasin to lead to the creation of a multi-party joint powers agency that will serve as the Agency.

2.2 This MOA also describes the Parties' understanding of the Agency's initial tasks and associated potential costs to implement the Act (as described in Section 6).

2.3 A potential purpose for this MOA is to serve as the legal agreement by which the Parties operate as a Groundwater Sustainability Agency during the time that the Parties are creating a multi-party joint powers agency that will serve as the Agency.

Section 3. Term

3.1 This MOA shall become effective upon execution by each of the Parties and shall continue in full force and effect until the earliest of the following events occurs:

3.1.1. Execution of the Agreement, or

3.1.2. Twelve months from the date of execution of this MOA.

Section 4. General Principles of Understanding

This Section 4 reflects the mutual general goals, objectives and understandings of the Parties to this MOA with respect to development of the Agreement.

4.1 A partnered approach should be fostered for sustainable groundwater management in the Colusa Subbasin that, among other things, supports the Act; achieves sustainable conditions in the Subbasin; reflects mutual respect for each Party's discretion, governmental authority, expertise, knowledge of groundwater conditions, rights, needs and concerns; and ensures appropriate representation of all Beneficial Uses and Users.

4.2 Local control of groundwater and compliance with the Act should be preserved to the maximum extent practicable, and State intervention to implement the Act should be avoided to the extent possible.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

4.3 Implementation of the Act may be expensive and all Beneficial Uses and Users will need to contribute to implementation. Failure to implement the Act locally could result in State intervention and even greater costs and regulation.

4.4 A partnered approach to groundwater management and implementation of the Act is in the best interest of Beneficial Use and Users within the Agency boundaries because it will maximize efficiencies, keep costs at a minimum and capitalize on skills and strengths of various partners provided that such proposed partnership also creates and maintains collegial relationships and flexible implementation of the Act.

4.5 As authorized by Section 10723.6 (a) of the Water Code, the Parties intend to form and participate in a single multi-agency GSA covering the portions of the Subbasin that lie within the County. To this end, the Parties intend to execute an Agreement and form the Agency not later than June 30, 2017, and the Agreement will include procedures for other local agencies within the Colusa Subbasin to be added to the Agreement and the Agency at a later date.

4.6 Local agencies within the Colusa Subbasin that are Parties to this MOA, and which have previously filed with the Department notices to become GSA's for their respective service areas, will concurrently with one another, and upon execution of the Agreement formally withdraw said notices, not later than June 30, 2017, and will comply with and carry out the Act through the Agency in cooperation with Beneficial Uses and Users. If the Agreement is not executed and the Agency is not formed by June 30, 2017, the local agencies will comply with and carry out the Act in cooperation with Beneficial Uses and Users through this MOA until one of the events in Section 3.1 occurs.

4.7 Pursuant to the Act, all Beneficial Uses and Users of groundwater will be subject to the Agreement and Plan, and the Parties intend that all Beneficial Uses and Users will cooperate with the Agency and abide by the guidelines put forth in the Agency's Plan for the Subbasin.

4.8 Being a Party to this MOA is not a condition to participate in Plan development. All Beneficial Uses and Users have an equal opportunity, either directly or through appropriate representation on the governing board of the Agency, to participate in Plan development.

4.9 No Party's land or property use, or any other authority, is limited by this MOA.

4.10 Sustainable groundwater conditions in the Colusa Subbasin are critical to support, preserve, and enhance the economic viability, social well-being and culture of all Beneficial Uses and Users, including tribal, domestic, municipal, agricultural, and industrial users.

4.11 Unsustainable groundwater practices threaten the groundwater resources of all groundwater users in the Colusa Subbasin.

4.12 Aquifers within the basin can be threatened by unsustainable management of groundwater resources.

4.13 Economic prosperity and healthy natural resources in the County can be threatened by the lack of available groundwater and surface water resources, and such threats should be avoided to the maximum extent practical.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

4.14 All Beneficial Uses and Users should have an open, transparent and timely opportunity to engage with the Agency and to provide input on Plan development and implementation of the Act. Extensive outreach is a priority of all Parties to this MOA, to inform Beneficial Uses and Users about implementation and potential effects of the Act, and to ensure Beneficial Uses and Users are involved in the process where practical.

4.15 Implementation and enforcement of the Plan should take place at the most local level possible and should allow each Party maximum input to any Plan chapter or section applicable to the Party and the Beneficial Uses and Users that exist or will exist in a Party's service area or jurisdiction, and should reflect the Party's authority and desire to manage the water resources available to its constituents or customers, provided such management is consistent with sustainability requirements of the Act and Plan.

4.16 Overlying landowners in the Colusa Subbasin have a right to share in the sustainable yield of the Subbasin for reasonable and beneficial use on overlying land.

4.17 Act implementation is new for all County Beneficial Uses and Users, and there are many unknowns. Willingness by Parties and Beneficial Users to adapt and adjust during Agency formation and Plan development and implementation is crucial to success.

4.18 Achieving and maintaining groundwater sustainability for the good of all groundwater beneficial users in the County is the Agency's first priority and main focus, especially in the early stages of Act implementation while all Beneficial Uses and Users work together to alleviate any existing fear and distrust.

4.19 The Parties understand and agree that this MOA and a Party's execution of the Agreement and participation in the Agency are subject to multi-party agreements being executed in other portions of the Colusa Subbasin outside of Colusa County for purposes of compliance with the Act. If similar multi-party agreements are not executed in other portions of the Colusa Subbasin outside of Colusa County, than a Party whose jurisdiction extends to portions of the Colusa Subbasin outside of Colusa County may withdraw from this MOA or the Agreement, and proceed independently under the Act.

Section 5. Specific Principles of Understanding

This Paragraph 5 reflects the Parties' mutual specific goals, objectives and understanding concerning development of the Agreement and the Agency, and future implementation of the Act.

5.1 Governance and Implementation of the Act

5.1.1 Pursuant to Water Code section 10724, and for purposes of making appointments to the governing board of the Agency, the County will represent the common and unique interests of groundwater extractors located in the areas of the Subbasin that are not within the jurisdictional boundary of local agencies that are a Party to the Agreement, other than the County.

5.1.2 The Agency will implement the Act in a manner that optimizes the Act's goals to achieve sustainable groundwater conditions which support the vital agricultural economy in the County, other industry, and domestic and public water uses.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

5.1.3 The governing board of the Agency will, consistent with state law regarding joint powers authorities, reflect diverse representation of Beneficial Uses and Users within the Colusa Subbasin and will include representatives of Parties to the Agreement. Mutual water companies and other private pumpers may be represented on the governing board as County appointees.

5.1.4 The Agency will pursue financial and infrastructure solutions and beneficial partnerships with Parties and other entities to provide sustainable water supplies within the Colusa Subbasin.

5.1.5 Local agencies that are signatories to the Agreement will reserve the right to withdraw from the Agreement and Agency if the local agency determines it is no longer in the Party's best interests to remain in the Agency. Any local agency that is formed after the date of the Agreement will have the right to become a Party to the Agreement and participate in the governance of the Agency.

5.1.6 Governance and implementation under the Agreement will be designed to avoid duplicative or conflicting governmental authorities to the maximum extent possible. Each Party will have maximum input regarding provisions of the Plan affecting groundwater within its own boundaries. Each Party retains and preserves powers and authority to regulate groundwater use within its boundaries so long as its actions are consistent with achieving sustainability consistent with the Groundwater Sustainability Plan (GSP).

5.1.7 As parties implement the Act within their respective boundaries, they will coordinate efforts with any adjacent areas within and outside of the Subbasin.

5.1.8 Among other functions, the Agency will work with local agencies and other Beneficial Uses and Users to coordinate and facilitate intra-basin water transfers as appropriate and to avoid one or more of the six undesirable results defined by the Act:

1. Chronic lowering of groundwater levels
2. A reduction in groundwater storage
3. Degradation in water quality
4. Land subsidence
5. Surface water depletion
6. Impacts on groundwater dependent ecosystems

5.2 Sustainability

5.2.3 Data collection and groundwater studies are essential to increase knowledge and to support groundwater management decisions. Funding and implementing such studies is a priority and a shared responsibility among all Agency Parties and other Beneficial Uses and Users. The specifics of such sharing will be an element of the Agreement.

5.2.2 Groundwater conditions throughout the County and Subbasin are not uniform. Conditions vary by location, surface water conditions, precipitation and water year type. While all Beneficial Uses and Users will share the obligation to achieve sustainability, solutions will need to reflect these geographic and hydrogeographic differences.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

5.2.3 The Parties agree that the Plan encourages utilization of surface water to its full extent as available and feasible, and groundwater is conserved for use during dry periods when surface water is not readily available or affordable.

5.2.4 The Parties agree that the Plan should recognize the interconnectedness of groundwater and surface water resources, and contributions to the system from surface water use, distribution, and applications.

5.2.5 The Agency recognizes that groundwater recharge occurs through many different means. Applied surface water, precipitation, porous supply and drain ditches, and Best Management Practices utilized by beneficial users contribute to the basins recharge. Studies will quantify the availability of such recharge and provisions will be included in the GSP to ensure that future groundwater extractions are consistent with quantified recharge and the sustainable yield of the Colusa Sub-Basin.

5.2.6 The Parties agree that the Plan should encourage all Beneficial Uses and Users, whether using surface water or groundwater in the basin, to maximize the beneficial use water consistent with their respective rights, and provide for mitigation of impacts on waterways, creeks, streams and rivers.

5.2.7 The Parties agree that the Plan should encourage board members to act on behalf of and represent all landowners within their service areas to ensure collective compliance with the Act.

5.2.8 The Parties agree that the Plan should encourage surface water users to use surface water and groundwater for in-basin transfers to meet local demands. Fallowing transfers will also occur both in and outside of the Subbasin, with transfer quantities based on avoided consumptive use.

5.2.9 The Parties agree that the Plan should encourage surface water transfers to potentially serve as a tool to settle disputes over environmental obligations such as dedication of surface water to environmental requirements in reservoirs, rivers, or the Bay-Delta or to mitigate impacts during drought periods which will include increased reliance on groundwater by surface water users. The Parties agree that the Plan should encourage Agency members to agree to coordinate and partner on actions that attempt to balance environmental solutions with groundwater sustainability.

5.3 Agency Financing and Support

5.3.1 The Parties agree that the Agreement and Plan should include provisions for Party contributions of capital and operating funds, personnel, services, equipment or property to cover the Agency and Plan development.

5.3.2 The Parties agree that the Agreement and Plan should encourage and recognize that there will be costs for the development, implementation and administration of the Plan, the Parties must agree on governance that maximizes the potential for State funding, and to allocate the local share of these costs by one or more mutually agreeable and equitable formulas (to be determined)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

5.4 Flexibility of the Agency

5.4.1 The Parties agree that the Agreement and Plan should encourage maximum flexibility to adapt to changes in Agency membership, funding, planning oversight, et cetera, as the Parties build their relationships and mutual trust.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT D

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Exhibit D

Water Code - WAT

DIVISION 6. CONSERVATION, DEVELOPMENT, AND UTILIZATION OF STATE WATER RESOURCES [10000 - 12999]

(Heading of Division 6 amended by Stats. 1957, Ch. 1932.)

PART 2.74. Sustainable Groundwater Management [10720 - 10737.8]

(Part 2.74 added by Stats. 2014, Ch. 346, Sec. 3.)

CHAPTER 5. Powers and Authorities [10725 - 10726.9]

(Chapter 5 added by Stats. 2014, Ch. 346, Sec. 3.)

10725.

(a) A groundwater sustainability agency may exercise any of the powers described in this chapter in implementing this part, in addition to, and not as a limitation on, any existing authority, if the groundwater sustainability agency adopts and submits to the department a groundwater sustainability plan or prescribed alternative documentation in accordance with Section 10733.6.

(b) A groundwater sustainability agency has and may use the powers in this chapter to provide the maximum degree of local control and flexibility consistent with the sustainability goals of this part.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.2.

(a) A groundwater sustainability agency may perform any act necessary or proper to carry out the purposes of this part.

(b) A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.

(c) In addition to any other applicable procedural requirements, the groundwater sustainability agency shall provide notice of the proposed adoption of the groundwater sustainability plan on its Internet Web site and provide for electronic notice to any person who requests electronic notification.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

10725.4.

(a) A groundwater sustainability agency may conduct an investigation for the purposes of this part, including, but not limited to, investigations for the following:

(1) To determine the need for groundwater management.

(2) To prepare and adopt a groundwater sustainability plan and implementing rules and regulations.

(3) To propose and update fees.

(4) To monitor compliance and enforcement.

(b) An investigation may include surface waters and surface water rights as well as groundwater and groundwater rights.

(c) In connection with an investigation, a groundwater sustainability agency may inspect the property or facilities of a person or entity to ascertain whether the purposes of this part are being met and compliance with this part. The local agency may conduct an inspection pursuant to this section upon obtaining any necessary consent or obtaining an inspection warrant pursuant to the procedure set forth in Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.6.

A groundwater sustainability agency may require registration of a groundwater extraction facility within the management area of the groundwater sustainability agency.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10725.8.

(a) A groundwater sustainability agency may require through its groundwater sustainability plan that the use of every groundwater extraction facility within the management area of the groundwater sustainability agency be measured by a water-measuring device satisfactory to the groundwater sustainability agency.

(b) All costs associated with the purchase and installation of the water-measuring device shall be borne by the owner or operator of each groundwater extraction facility. The water-measuring devices shall be installed by the groundwater sustainability agency or, at the groundwater sustainability agency's option, by the owner or operator of the groundwater extraction facility. Water-measuring devices shall be calibrated on a reasonable schedule as may be determined by the groundwater sustainability agency.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

(c) A groundwater sustainability agency may require, through its groundwater sustainability plan, that the owner or operator of a groundwater extraction facility within the groundwater sustainability agency file an annual statement with the groundwater sustainability agency setting forth the total extraction in acre-feet of groundwater from the facility during the previous water year.

(d) In addition to the measurement of groundwater extractions pursuant to subdivision (a), a groundwater sustainability agency may use any other reasonable method to determine groundwater extraction.

(e) This section does not apply to de minimis extractors.

(Amended by Stats. 2015, Ch. 303, Sec. 551. Effective January 1, 2016.)

10726.

An entity within the area of a groundwater sustainability plan shall report the diversion of surface water to underground storage to the groundwater sustainability agency for the relevant portion of the basin.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.2.

A groundwater sustainability agency may do the following:

(a) Acquire by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of this part.

(b) Appropriate and acquire surface water or groundwater and surface water or groundwater rights, import surface water or groundwater into the agency, and conserve and store within or outside the agency that water for any purpose necessary or proper to carry out the provisions of this part, including, but not limited to, the spreading, storing, retaining, or percolating into the soil of the waters for subsequent use or in a manner consistent with the provisions of Section 10727.2. As part of this authority, the agency shall not alter another person's or agency's existing groundwater conjunctive use or storage program except upon a finding that the conjunctive use or storage program interferes with implementation of the agency's groundwater sustainability plan.

(c) Provide for a program of voluntary fallowing of agricultural lands or validate an existing program.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

(d) Perform any acts necessary or proper to enable the agency to purchase, transfer, deliver, or exchange water or water rights of any type with any person that may be necessary or proper to carry out any of the purposes of this part, including, but not limited to, providing surface water in exchange for a groundwater extractor's agreement to reduce or cease groundwater extractions. The agency shall not deliver retail water supplies within the service area of a public water system without either the consent of that system or authority under the agency's existing authorities.

(e) Transport, reclaim, purify, desalinate, treat, or otherwise manage and control polluted water, wastewater, or other waters for subsequent use in a manner that is necessary or proper to carry out the purposes of this part.

(f) Commence, maintain, intervene in, defend, compromise, and assume the cost and expenses of any and all actions and proceedings.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.4.

(a) A groundwater sustainability agency shall have the following additional authority and may regulate groundwater extraction using that authority:

(1) To impose spacing requirements on new groundwater well construction to minimize well interference and impose reasonable operating regulations on existing groundwater wells to minimize well interference, including requiring extractors to operate on a rotation basis.

(2) To control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate, construction of new groundwater wells, enlargement of existing groundwater wells, or reactivation of abandoned groundwater wells, or otherwise establishing groundwater extraction allocations. Those actions shall be consistent with the applicable elements of the city or county general plan, unless there is insufficient sustainable yield in the basin to serve a land use designated in the city or county general plan. A limitation on extractions by a groundwater sustainability agency shall not be construed to be a final determination of rights to extract groundwater from the basin or any portion of the basin.

(3) To authorize temporary and permanent transfers of groundwater extraction allocations within the agency's boundaries, if the total quantity of groundwater extracted in any water year is consistent with the provisions of the groundwater sustainability plan. The transfer is subject to applicable city and county ordinances.

(4) To establish accounting rules to allow unused groundwater extraction allocations issued by the agency to be carried over from one year to another and voluntarily transferred, if the total quantity of groundwater extracted in any five-year period is consistent with the provisions of the groundwater sustainability plan.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

(b) This section does not authorize a groundwater sustainability agency to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits. A groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

(Amended (as added by Stats. 2014, Ch. 346) by Stats. 2014, Ch. 347, Sec. 12. Effective January 1, 2015.)

10726.5.

In addition to any other authority granted to a groundwater sustainability agency by this part or other law, a groundwater sustainability agency may enter into written agreements and funding with a private party to assist in, or facilitate the implementation of, a groundwater sustainability plan or any elements of the plan.

(Added by Stats. 2015, Ch. 666, Sec. 3. Effective January 1, 2016.)

10726.6.

(a) A groundwater sustainability agency that adopts a groundwater sustainability plan may file an action to determine the validity of the plan pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure no sooner than 180 days following the adoption of the plan.

(b) Subject to Sections 394 and 397 of the Code of Civil Procedure, the venue for an action pursuant to this section shall be the county in which the principal office of the groundwater management agency is located.

(c) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance or resolution imposing a new, or increasing an existing, fee imposed pursuant to Section 10730, 10730.2, or 10730.4 shall be commenced within 180 days following the adoption of the ordinance or resolution.

(d) Any person may pay a fee imposed pursuant to Section 10730, 10730.2, or 10730.4 under protest and bring an action against the governing body in the superior court to recover any money that the governing body refuses to refund. Payments made and actions brought under this section shall be made and brought in the manner provided for the payment of taxes under protest and actions for refund of that payment in Article 2 (commencing with Section 5140) of Chapter 5 of Part 9 of Division 1 of the Revenue and Taxation Code, as applicable.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

(e) Except as otherwise provided in this section, actions by a groundwater sustainability agency are subject to judicial review pursuant to Section 1085 of the Code of Civil Procedure.

(Added by Stats. 2014, Ch. 346, Sec. 3. Effective January 1, 2015.)

10726.8.

(a) This part is in addition to, and not a limitation on, the authority granted to a local agency under any other law. The local agency may use the local agency's authority under any other law to apply and enforce any requirements of this part, including, but not limited to, the collection of fees.

(b) Nothing in this part shall be construed as authorizing a local agency to make a binding determination of the water rights of any person or entity, or to impose fees or regulatory requirements on activities outside the boundaries of the local agency.

(c) Nothing in this part is a limitation on the authority of the board, the department, or the State Department of Public Health.

(d) Notwithstanding Section 6103 of the Government Code, a state or local agency that extracts groundwater shall be subject to a fee imposed under this part to the same extent as any nongovernmental entity.

(e) Except as provided in subdivision (d), this part does not authorize a local agency to impose any requirement on the state or any agency, department, or officer of the state. State agencies and departments shall work cooperatively with a local agency on a voluntary basis.

(f) Nothing in this chapter or a groundwater sustainability plan shall be interpreted as superseding the land use authority of cities and counties, including the city or county general plan, within the overlying basin.

(Amended by Stats. 2015, Ch. 255, Sec. 10. Effective January 1, 2016.)

10726.9.

A groundwater sustainability plan shall take into account the most recent planning assumptions stated in local general plans of jurisdictions overlying the basin.

(Added by Stats. 2014, Ch. 347, Sec. 14. Effective January 1, 2015.)

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT E

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Exhibit E

INITIAL FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT RECITALS

A. This Initial Funding and Administrative Services Agreement ("AGREEMENT") is incorporated as **Exhibit E** into the JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE COLUSA GROUNDWATER AUTHORITY ("JPA"), as if fully set forth therein.
B. The Members share the common goal of cost effective, sustainable groundwater management within the Basin.
C. This AGREEMENT is authorized pursuant to Government Code section 6500, *et seq*., and defines the Members' respective initial financial contributions and cost-share responsibilities for operational and administrative costs of operating the Authority, and for contracting and engaging for administrative and professional services, in furtherance of the JPA.

THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, the Members agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms herein shall be the same as in the JPA.

ARTICLE 2: FUNDING AGREEMENT

2.1 **Budgets and Member Contributions**.

2.1.1 **Fiscal Year.** The Fiscal Year of the Authority shall be July 1 – June 30.

2.1.2 **Initial Budgets.** Budgets developed by the Members for Fiscal Years 2017-2018 and 2018-2019 are set forth in **Exhibit F** to the JPA, which is attached and hereby incorporated into this AGREEMENT. Budgets are based on estimates of acreages and populations of the individual Members, as depicted in the jurisdictional map attached hereto and incorporated as **Exhibit G**. Budgets may be adjusted by approval of the Board of Directors, subject to the procedures provided in the JPA and Article 2.1.3 of this AGREEMENT.

2.1.3 **Funding Obligation Initial Budgets.** Each Member shall be responsible for funding a portion of said budget in accordance with the schedule set forth in **Exhibit F** ("Funding Obligation"). Members' Funding Obligation shall be paid in four equal installments, which shall accrue on July 1st, October 1st, February 1st, April 1st during the term of this AGREEMENT. Such installment payments shall be made within thirty (30) days of each accrual date. The Authority may pursue interest and penalties for delinquent payments made more than thirty (30) days after each accrual date. If an installment payment is more than sixty (60) days delinquent from an accrual date, such delinquent Members' Board representative shall not be entitled to vote on matters before the Authority pursuant to Article 4 of the JPA, and such Board member shall not be counted as present for purposes of the supermajority voting requirements in

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Art. 4.7 of the JPA. The obligation of each Member to make payments under the terms and provisions of this AGREEMENT is an individual and separate obligation of the Member and not a joint obligation with those of the other Members.

2.1.4 **In-Kind Services.** This AGREEMENT does not contemplate in-kind services, but the Board of Directors may consider adopting policies for in-kind services in lieu of a Member or Members Funding Obligation, or as an off-set to such Funding Obligation. Any policy for in-kind services in lieu of, or an off-set to, Funding Obligations shall require a written agreement between the Board and the Member providing in-kind services, and such agreement shall include detailed provisions for tracking in-kind costs, rates, reimbursements and in-kind offsets.

2.1.5 **Verification of Authority.** Each Member hereby verifies and confirms that it has authority to enter into this Funding Agreement, and that it understands and hereby acknowledges its Funding Obligation as set forth in this Article 2.

ARTICLE 3: SERVICES AGREEMENT AND ENGAGEMENT OF CONSULTANTS

3.1 **Agreement with County for Administrative Services.**

3.1.1 **Services Agreement between County and Authority.** The Members contemplate that the County of Colusa will provide administrative and related services for the Authority during the term of this AGREEMENT. Upon formation of the Authority, the County and Authority may negotiate a new administrative services agreement to augment or supersede this AGREEMENT.

3.1.2 **Scope of County Services and Recoverable costs.** For the term of this AGREEMENT, the County shall provide administrative and financial services to the Authority. Such services many include, without limitation, project management related to the administrative services for the Authority, including the development and implementation of a Groundwater Sustainability Plan pursuant to SGMA, and financial, bookkeeping, invoicing and contracting services. A more detailed scope of services shall be stated in the services agreement between the County and Authority, as provided in Article 3.1.1 hereof.

3.1.3 **Invoicing and Payment and Reimbursement of County Services.** The County shall invoice the Authority monthly for all costs and expenses incurred in carrying out the services required under this AGREEMENT, and as required under a future funding agreement. Said invoices shall include the reasonable cost to the County for providing the staff and human resources time required to carry out the administrative services under this AGREEMENT, as well as other costs and expenses incurred on the Authority's behalf, including but not limited to rents, overhead, materials, insurance, benefits, taxes and the like. Invoicing shall be monthly, and invoices shall include a statement of the County's services and the costs and expenses incurred performing such services during the prior month. The Authority shall pay all invoices within thirty (30) days of receipt.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

3.1.4 **Direction of the Board of Directors.** The services provided in this AGREEMENT shall be at the direction of the Board of the Authority, although the County is and shall remain the employer of any staff providing services hereunder. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand or otherwise discipline any County employee providing services hereunder, but shall direct all employment issues and complaints to the County which shall have absolute discretion to act.

3.2 **Engagement of Consultants**.

3.2.1 **Engagement of Consultants.** It is anticipated that the Authority may need to retain the services of one or more consultants in furtherance of the purposes of the Authority, and the Members hereby authorize the Authority to engage appropriate consulting services as necessary and consistent with this AGREEMENT.

3.2.3 **Board Approval.** The Board of Directors shall approve engagement of any consultants retained on behalf of the Authority. The Board of Directors shall review and approve all requests for proposals prior to their release and shall participate in the various stages of the selection process, including but not limited to, review of proposals and participation on interview panels. The Board of Directors shall issue all notices to proceed approve all consultant and related contracts.

ARTICLE 4: WITHDRAWAL AND TERMINATION

4.1 **Withdrawal.** A Member may, in its sole discretion, unilaterally withdraw from the AGREEMENT, without causing or requiring termination of the AGREEMENT. Withdrawal shall become effective upon ninety (90) days after receipt of written notice to the Authority and the remaining Members listed in **Exhibit A**. A Member that has withdrawn from this AGREEMENT shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget and **Exhibit F** incurred, accrued, or encumbered up to the date the Member provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract. If a Member withdraws, the Board of Directors shall reassess the contributions of each remaining Member to fund the current budget and determine if the Board of Directors needs to request the contribution of additional funding from each Member.

4.2 **Termination and Term**.

4.2.1 This AGREEMENT may be terminated upon unanimous written consent of all current Members.

4.2.2 The Funding Agreement provided for in Article 2 shall terminate by its own terms the earlier of (a) two years from the effective date of this agreement or (b) adoption of an alternative funding plan approved by the Board of Directors. The Members may vote to extend this AGREEMENT or a replacement agreement by unanimous vote.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

ARTICLE 5: INDEMNIFICATION

5.1 No Member, nor any officer or employee of a Member, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Member under or in connection with this AGREEMENT. The Members further agree, pursuant to California Government Code section 895.4, that each member shall fully indemnify and hold harmless each other Member and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Member under this AGREEMENT.

ARTICLE 6: MISCELLANEOUS

6.1 **Amendment.** This AGREEMENT may be amended only by unanimous written consent of all current signatories.

6.2 **Binding on Successors.** Except as otherwise provided in this AGREEMENT, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations then in effect under the terms of this AGREEMENT. This AGREEMENT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Members hereto.

6.3 **Notice**. Any notice or instrument required to be given or delivered under this AGREEMENT may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of seventy-two (72) hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery to the Members identified in **Exhibit A**.

6.4 **Choice of Law.** This AGREEMENT is made in the State of California, under the Constitution and laws of said State and is to be so construed.

6.5 **Dispute Resolution.** Any dispute under this AGREEMENT shall be resolved pursuant the dispute resolution procedures provided for in the JPA.

6.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this AGREEMENT is held to be unlawful, invalid, or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs, or provisions shall be deemed enforced so as to be lawful, valid, and enforced to the maximum extent possible.

6.7 **Construction and Interpretation.** This AGREEMENT has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this AGREEMENT. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this AGREEMENT.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

6.8 **Entire Agreement.** This AGREEMENT constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This AGREEMENT may only be amended by written instrument executed by all Members.

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT F

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Exhibit F

Balance Sheet (Projected) Final Draft 5/5/2017

Colusa County GSA/JPA

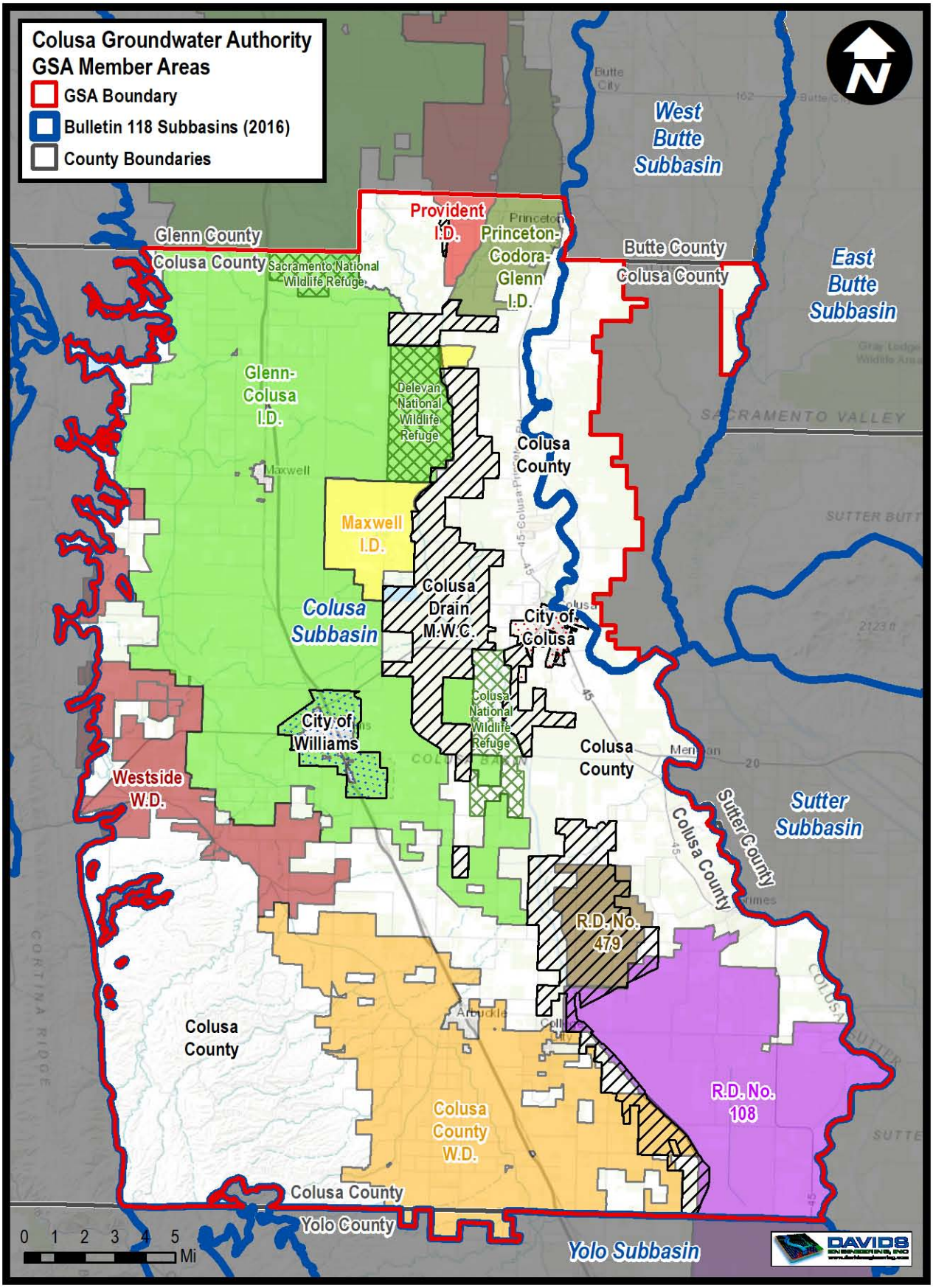
		Actuals FY 2016/17	Projected FY 2017/18	Actual	Projected FY 2018/19	Actual	Projected FY 2019/20	Actual	Projected FY 2020/21	Actual	Projected FY 2021/22	Actual	Projected FY 2022/23	Actual	
Assets															
Balance (Carryover)		-	-		26,127		(24,879)		(396,879)		(853,879)		(1,335,879)		
Grants															
Prop 1 Grant Funding, Counties		$ 100,000	$ 150,000		$ -		$ -		$ -		$ -		$ -		
Prop 1 Grant Funding, GSP					$ 240,000		$ 100,000		$ -		$ -		$ -		$340,000
Facilitation Services, DWR		$ 20,000	$ -		$ -		$ -		$ -		$ -		$ -		
Other		-	-		-		-		-		-		-		
Total Grants		$ 120,000	$ 150,000		$ 240,000		$ 100,000		$ -		$ -		$ -		
Agency Contributions															
County															
Program Manager (County - FY-2016)		129,000					-		-		-		-		
Program Administrative Support (County)					-										
County Work Plan Funding		1,715													
Legal Services (County)		20,000													
Agency Contributions, Fixed Fee (Start-up Fees)															
GCID		$ 1,715	$ 9,000		$ 9,000										
Colusa County Water District		$ 1,715	$ 9,000		$ 9,000										
Princeton/Provident		$ 1,715	$ 9,000		$ 9,000										
Maxwell/Westside			$ 9,000		$ 9,000										
RD 108		$ 1,715	$ 9,000		$ 9,000										
RD 479			$ 9,000		$ 9,000										
City of Williams			$ 9,000		$ 9,000										
City of Colusa			$ 9,000		$ 9,000										
Colusa Drain Mutual Water Company			$ 9,000		$ 9,000										
Groundwater Commission Seat #1			$ 9,000		$ 9,000										
Groundwater Commission Seat #2			$ 9,000		$ 9,000										
County Commissioner Seat			$ 9,000		$ 9,000										
Agency Contributions 70 cents per acre 2017 then 30 cents per acre 2018 (acres)															
GCID (103,006)	103,006		$ 72,104		$ 30,902										
Colusa County Water District (44,188)	44,188		$ 30,932		$ 13,256										
Princeton/Provident (5,606)	5,606		$ 3,924		$ 1,682										
Maxwell/Westside (22,189)	22,189		$ 15,532		$ 6,657										
RD 108 (34,337)	34,337		$ 24,036		$ 10,301										
RD 479 (6,133)	6,133		$ 4,293		$ 1,840										
City of Williams (acreage offset = population)	5,192		$ 3,634		$ 1,558										
City of Colusa (acreage offset = population)	5,946		$ 4,162		$ 1,784										
Colusa Drain Mutual Water Company (35,727)	35,727		$ 25,009		$ 10,718										
Groundwater Commission Seat #1 (54,238)	54,238		$ 37,967		$ 16,271										
Groundwater Commission Seat #2 (21,558)	21,558		$ 15,091		$ 6,467										
County Commissioner Seat (62,061)	62,061		$ 43,443		$ 18,618										
Other		-	-		-		-		-		-		-		
Total Agency Contributions		$ 157,575	$ 388,127		$ 228,054		$ -		$ -		$ -		$ -		
Assessments															
Per Acre Land Assessment (.15/ac)		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
Well Head Fee		-	-		-		-		-		-		-		
Extraction Fee		-	-		-		-		-		-		-		
Other		-	-		-		-		-		-		-		
Total Assessments		$ -	$ -		$ -		$ -		$ -		$ -		$ -		
TOTAL Assets		$ 277,575	$ 538,127		$ 468,054		$ 100,000		$ -		$ -		$ -		
Liabilities															
Program Manager		$ (129,000)	$ (150,000)		$(150,000)		$(150,000)		$(150,000)		$ (150,000)		$ (150,000)		
Program Administration Support		-	-		-		(33,000)		(33,000)		(33,000)		(33,000)		
Legal Services		(20,000)	(60,000)		(45,000)		(45,000)		(45,000)		(45,000)		(45,000)		
Facilitation Services		(20,000)	(20,000)		(20,000)		-		-		-		-		
Certified Public Accountant (Yearly Audits)			(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		(12,000)		
JPA Insurance			(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		(10,000)		
County (or other) keeper of funds/Bookkeeper			(10,000)		(10,000)		(12,000)		(12,000)		(12,000)		(12,000)		
Consultant Prop 1 Grant Counties (#1,#2,#3)		(100,000)	(150,000)		-		-		-		-		-		
Consultant Prop 1 Grant GSP		-	-		-		-		-		-		-		
Work Plan/GSP Projects															
Work Plan		(8,573)	-		-		-		-		-		-		
Water Balance (#5)			(50,000)												
Hydrogeologic Conceptual Model (#4)					(75,000)										
GW Storage study & Sustainable Yield (#6)					(50,000)										
GW Model Evaluation (#7)					(15,000)										
GW Model Refinements (#8)							(100,000)								
ID Beneficial Uses and Users (#9)			(30,000)												
ID Management Areas (#10)			(20,000)												
Sustainable Management Criteria (#11 - zero cost)		-	-		-		-		-		-		-		
ID/Implement Monitoring Improvements (#12)							(75,000)		(150,000)		(150,000)				
Plans/Projects to increase recharge or reduce pumping (#13)									-		(50,000)		(50,000)		
Assemble/Analyze Data to evaluate effects of GW pumping (#14)							(25,000)		(25,000)						
Assemble/Analyze Data in areas with declining gw levels (#15)									(20,000)		(20,000)				
Prop 218															
Prop 218 Engineering Study (estimate 33 cents per acre to conduct)		-	-		(132,060)		-		-		-		-		
Prop 218 Election		-	-		-		(10,000)		-		-		-		
Other		-	-		-		-		-		-		-		
Contingency		-	-		-		-		-		-		-		
Total Current Liabilities		$ (277,573)	$ (512,000)		$(519,060)		$(472,000)		$(457,000)		$ (482,000)		$ (312,000)		
Balance		$ 2	$ 26,127		$ (24,879)		$(396,879)		$(853,879)		$ (1,335,879)		$(1,647,879)		

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

EXHIBIT G

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

Exhibit G



Map edited: 5/10/2017

Attachment: CGA JPA - Original (6319 : Resolution to Approve Amendment 2 of the Colusa Groundwater Authority Joint Powers Agreement)

COUNTY OF COLUSA, CA **6.2**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Approval of a Certificate of Acceptance of a Grant Deed Dedicating to the County a Avigation and Noise Easement over portions of the Colusa Industrial Park Residential Development**

Approve the Certificate of Acceptance for a Grant Deed dedicating to the County an Avigation and Noise Easement in and over certain properties in Phase 1 of the Colusa Industrial Properties' residential development (Sunrise Landing).

Detailed Description/Background of request

In May and June of 2008, the Board of Supervisors approved a series of entitlements which provided for the construction of a residential development and golf course expansion for Colusa Industrial Properties. An environmental impact report was also prepared which analyzed the environmental consequences of the project. The EIR identified a series of potentially significant environmental impacts including noise impacts, safety concerns, and incompatible land uses resulting from aircraft operations from the County airport.

In order to mitigate the potentially significant impacts identified in the EIR, a series of mitigation measures were adopted in the projects Mitigation Monitoring and Reporting Program (MMRP). Three mitigation measures (LU-4b, N-4b, and HHM-3) specifically required that an avigation easement be dedicated to the County to inform all future property owners of the potential impacts from the County airport operations (Attachment #1). The EIR and MMRP recognized that although this would not reduce these impacts the mitigation measures would at least inform prospective buyers of the potential impacts and allow them to make an informed decision of whether or not to buy a home.

At the time that the project was approved it was located in the County. As such, the responsibility of ensuring that the subsequent development was consistent with the project approval and mitigation measures fell to the County. However, when the project area was annexed into the City of Colusa, this

oversight became the City of Colusa's responsibility. Mitigation Measures LU-4b, N-4b, and HHM-3 required that the avigation easement be granted prior to subdivision map approval. However, the City did not require the avigation easement during its approvals of the residential development. Colusa Industrial Properties representatives are now processing the avigation easement for the lots being built in Phase 1 of the residential development as the first homes sales are in progress.

The State Government Code requires that the Colusa County Board of Supervisors approve a Certificate of Acceptance in order to accept a grant of an easement. The attached Certificate of Acceptance would accept the attached avigation and noise easement. As described in this document, the easement is for noise and other negative impacts resulting from aircraft flying to and from, and other operations at the Colusa County Airport. The easement also provides for a free right-of-way and unrestricted passage of aircraft through, across and about the airspace beginning at a point one hundred (100) feet above the CIP residential development and specifically permits discomfort, inconvenience, and interference with use and enjoyment of the residences resulting from Airport Operations.

The intent of the easement is to ensure that all future buyers of the residential homes are aware that operations of the airport may impact the enjoyment of their homes. While it is written very broadly, County staff believes that this is appropriate to help the future buyers make an informed decision of buying a home near the County's airport and avoid future complaints.

Prior Board Action

On May 27, 2008 the Board of Supervisors approved the Mitigation and Monitoring Reporting Programs for Colusa Industrial Properties' General Plan and Zoning Amendments providing for a residential development and golf course expansion.

Fiscal Impact/Funding Source

None anticipated.

Action for the Clerk

Obtain the Chair's signature on the Certificate of Acceptance, obtain the necessary signature on the Avigation and Noise Easement, record said easement with the County Recorder, and deliver an electronic copy of the recorded easement to the Community Development Director.

ATTACHMENTS:

- Avigation Easement Certificate of Acceptance (DOC)
- Avigation and Noise Easement (PDF)
- Exhibit "A" Navigation Easement Legal Description and Lot Map (PDF)
- Exhibit "B" Colusa County Airport Property Description(PDF)
- Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (PDF)

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

County of Colusa
547 Market Street, Suite 102
Colusa, CA 95932

Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

APN:

Space above for Recorder's use only

CERTIFICATE OF ACCEPTANCE

GRANT DEED

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant of Avigation and Noise Easement dated December 16, 2020 from Colusa Estates, LLC to the County of Colusa, a political subdivision of the State of California, is hereby accepted by action of the Colusa County Board of Supervisors on February 2, 2021 and the grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF COLUSA

Dated: _____

_____
Gary J. Evans
Board Chairperson

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Avigation Easement Certificate of Acceptance (6320 : Acceptance of Grant of Avigation and Noise Easement)

RECORDING REQUESTED BY:
County of Colusa

WHEN RECORDED MAIL TO:
Colusa County Airport
100 Sunrise Blvd., Suite F
Colusa, California 95932

NO FEE DOCUMENT
Per Govt. Code 6103

GRANT OF AVIGATION AND NOISE EASEMENT

The Grant of Easement is made on _____, 2021 by Colusa Estates, LLC (herein collectively referred to as "Grantor") and the County of Colusa, a Political Subdivision of the State of California, acting by and through its Board of Supervisors with reference to the following facts:

A. Grantor owns real property in Colusa County, California ("Grantor's Property"). The legal description for Grantor's Property includes the air space above it.

B. The County of Colusa owns and operates Colusa County Airport in Colusa County, California (the "Airport"). The description for the Airport is attached as Exhibit "B".

C. The Airport is a General Aviation airport for the region and also has some other Aviation and related activity, including but not limited to crop duster aircraft which can increase noise levels. The heavy crop duster use of the airport is April and May during planting season. Grantor and Grantee recognize and agree that the Airport will grow and traffic will increase over time.

D. The Airport is a portion of real property that is presently in the process of being annexed into the City of Colusa. Upon completion of the annexation the rights and privilege granted herein to the County of Colusa will then also vest in the City of Colusa. The County of Colusa has requested, and in consideration for the land use approval, Grantor has agreed to give the County of Colusa the Easement described below.

NOW, THEREFORE, the parties agree as follows:

Section 1. **Grant of Easement**

A. For valuable consideration, Grantor grants to the County of Colusa a perpetual, nonexclusive, assignable avigation and noise easement in and over Grantor's Property for noise and other negative impacts resulting from aircraft flying to and from, and

Attachment: Avigation and Noise Easement (6320 : Acceptance of Grant of Avigation and Noise Easement)

other operations at the Airport ("Airport Operations") and a right-of-way for the free and unrestricted passage of aircraft of any and all kinds now or hereafter known in, through, across and about the airspace beginning at a point one hundred (100) feet above the surface of said Grantor's Property. This Easement specifically permits the imposition of light, smoke, air currents, electronic or other emissions, vibrations, discomfort, inconvenience, and interference with use and enjoyment resulting from Airport Operations producing noise. This Easement is fully effective as of the date set forth above.

B. Such easement and right-of-way includes but is not limited to:

1. The easement and right-of-way is for the use and benefit of the public and includes the continuing right to fly, or cause or permit the flight by any and all persons, of aircraft, of any and all kinds now or hereafter known in, through, across or about any portion of the airspace one hundred (100) feet above Grantor's Property; and

2. The right to cause or create, permit or allow to be caused or created within all space above the existing surface of said Grantor's Property and any and all airspace laterally adjacent to said Grantor's Property, such noise, vibration, current and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air and

3. A continuing right to clear, and keep clear, the Airspace (hereinafter "Airspace"), defined as starting one hundred(100) feet above Grantor's Property and extending upwards thereafter as necessary for air transportation or air operation purposes of any portions of building, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such building, structures, improvements, trees or other things which extend into or above the Airspace and the right to cut those portions, of any trees which extended into or above the Airspace.

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and

5. The right to ingress to, passage within, and egress from the hereinabove described Grantor's Property for the purposes described in subparagraphs "3" and "4" above.

Attachment: Avigation and Noise Easement (6320 : Acceptance of Grant of Avigation and Noise Easement)

C. Grantor, on behalf of itself, its successors and assigns, hereby covenants with the County of Colusa and for the direct benefit of the real property constituting Colusa County Airport described in Exhibit "B" as follows:

1. That Grantor. Its successors and assigns will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Grantor's Property described herein, to extend into or above the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted, it being acknowledged and understood that residential solar energy systems shall not constitute an obstruction to air navigation and

2. That Grantor, its successors and assigns, will not hereafter use or permit the use of said Grantor's Property in such a manner as to increase electrical, electronic or other airwave interference with radio, radar or other communications, operation between a Federal Aviation Administration control tower upon the Colusa County Airport and any aircraft.

D. The easements and right-of-way granted herein shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Colusa County Airport as described in Exhibit "B", and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way or derive benefit from the taking off from, landing upon or operating such aircraft in or about the said Colusa County Airport, or in otherwise flying through said Airspace over Grantor's Property.

E. This grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights, which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

F. These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the Grantor's Property as described in Exhibit "A" is the servient tenement and said Colusa County Airport is the dominant tenement.

Section 2. **Release**

Grantor releases the County of Colusa and Airport operators and aircraft operators using the Airport from any claims, losses, liabilities or expenses (collectively, "Losses") arising from negative impacts resulting from Airport Operations prior to the date of this Easement. This Release covers all past, present and future Losses, whether known or unknown. This Release includes damages for physical

Attachment: Avigation and Noise Easement (6320 : Acceptance of Grant of Avigation and Noise Easement)

or emotional injuries, nuisance or any taking of Grantor's Property. Grantor specifically waives application of California Civil Code, Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Grantor shall not sue for damages in connection with Losses released by this Easement, nor seek to enjoin the impositions permitted by this Easement. The County of Colusa will not have to set aside buffer lands, re-route air traffic, erect sound or other barriers, establish curfews, relocate Airport Operations or take other measures to eliminate or lessen the impositions permitted by this Easement.

Section 3. **Continuous Benefits and Burdens**

This Easement burdens the Grantors' Property for the benefit of the Airport. It runs with the land under California Civil Code Section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

Grantor agrees that in any marketing material regarding transfers, in whole or in part, of the Grantor's Property, this easement and the terms thereof, shall be disclosed. In addition, Grantor agrees that it will inform all interested parties including, but not limited to, those holding liens or encumbrances on all or a portion of the Property, about this Easement and shall provide a copy of this Easement if they so request.

Section 4. **Recordation**

The County of Colusa shall record this document in the Official Records of Colusa County.

GRANTOR:
Colusa Estates, LLC

Dated:_____ By:_____

_____
(print name)

Attachment: Avigation and Noise Easement (6320 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 017-130-078 and 017-130-079 (Portion)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COLUSA, COUNTY OF COLUSA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 50, 51, 65, 69 thru 98, inclusive, 104 thru 107, inclusive, 111 and 112, of Sunrise Landing Subdivision Phase 1, according to the Official Map thereof, filed for record on November 27, 2019, in Book 2 of Subdivision Maps, at Page 37, Colusa County Records.

Excepting therefrom all oil, gas, minerals and other hydrocarbons substances lying below a depth of 500 feet from the surface thereof without the right of surface entry thereto, as reserved in that certain individual Grant Deed recorded June 8, 1981, in Book 504, Page 449, of Official Records.

Attachment: Exhibit "A" Navigation Easement Legal Description and Lot Map (6320 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT "A"

RECORD REFERENCES

R1 PARCEL MAP NO. 00-4-1 BOOK 6 OF PM PAGE 12

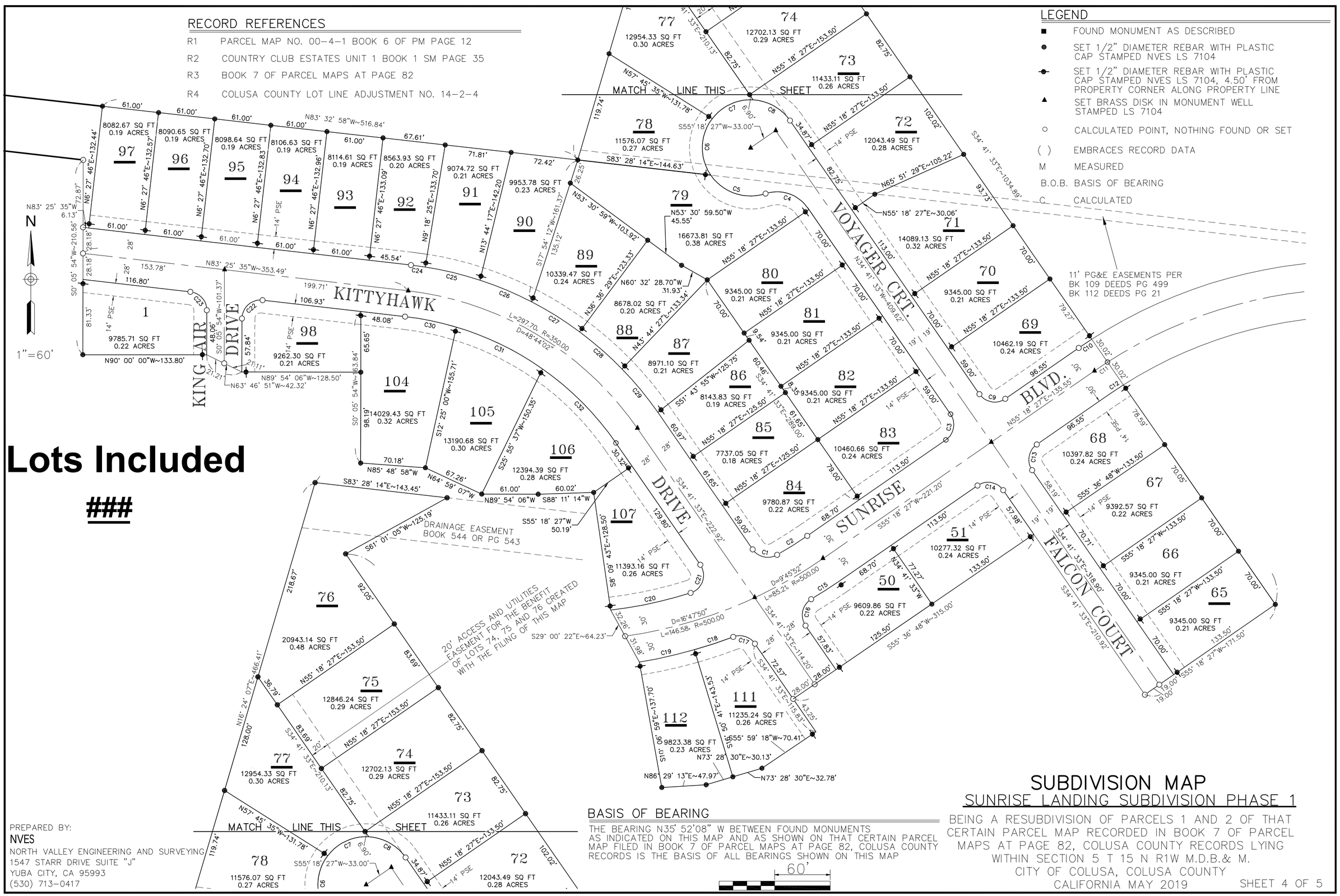
R2 COUNTRY CLUB ESTATES UNIT 1 BOOK 1 SM PAGE 35

R3 BOOK 7 OF PARCEL MAPS AT PAGE 82

R4 COLUSA COUNTY LOT LINE ADJUSTMENT NO. 14-2-4

LEGEND

- ■ FOUND MONUMENT AS DESCRIBED
- ● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- ⊸● SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104, 4.50' FROM PROPERTY CORNER ALONG PROPERTY LINE
- ▲ SET BRASS DISK IN MONUMENT WELL STAMPED LS 7104
- ○ CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- M MEASURED
- B.O.B. BASIS OF BEARING
- C CALCULATED



Lots Included

###

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

BASIS OF BEARING

THE BEARING N35° 52'08" W BETWEEN FOUND MONUMENTS AS INDICATED ON THIS MAP AND AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP

60'

SUBDIVISION MAP

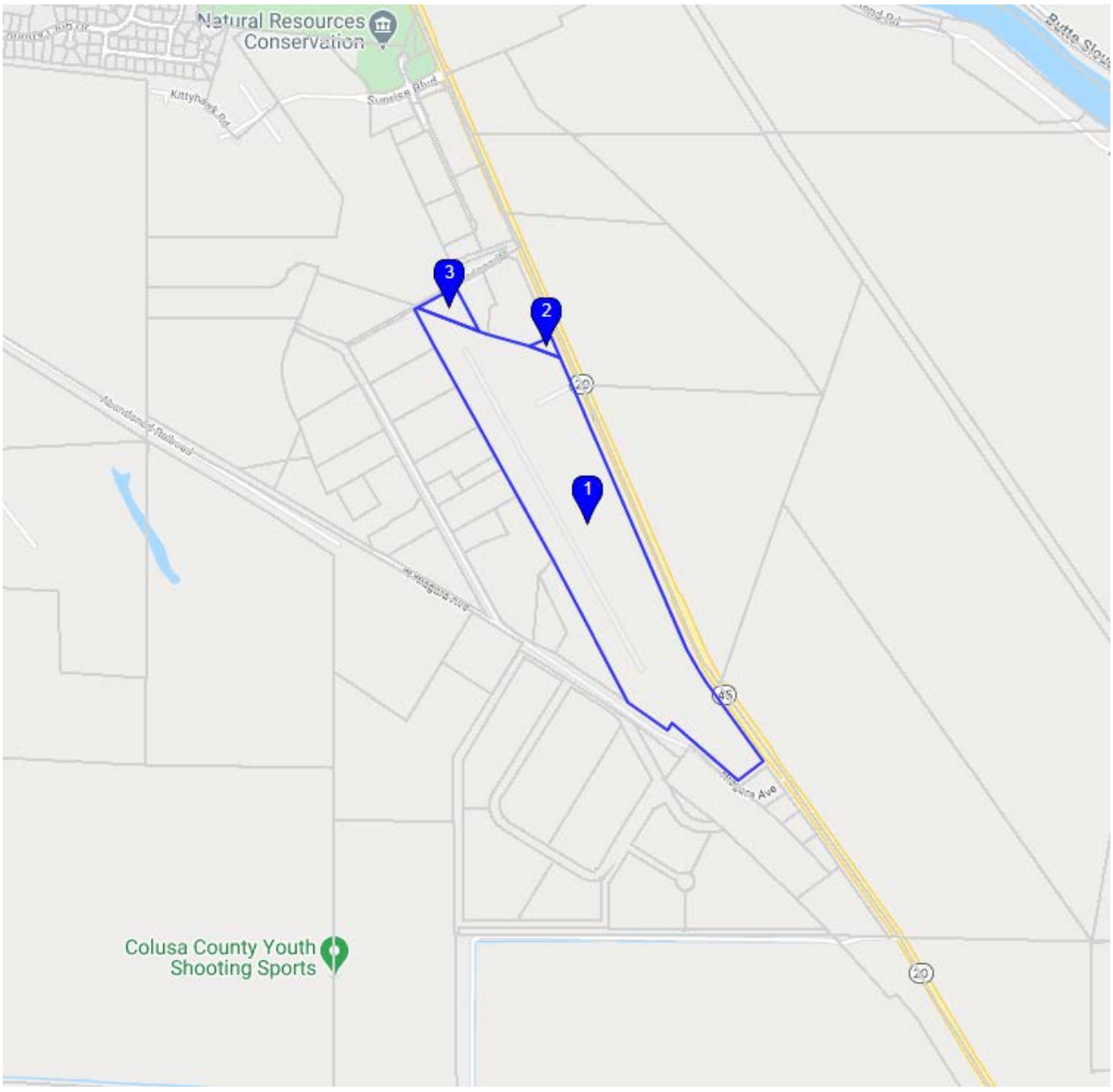
SUNRISE LANDING SUBDIVISION PHASE 1

BEING A RESUBDIVISION OF PARCELS 1 AND 2 OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 7 OF PARCEL MAPS AT PAGE 82, COLUSA COUNTY RECORDS LYING WITHIN SECTION 5 T 15 N R1W M.D.B.& M.
CITY OF COLUSA, COLUSA COUNTY
CALIFORNIA MAY 2019

Attachment: Exhibit "A" Navigation Easement Legal Description and Lot Map (6320 : Acceptance of Grant of Avigation and Noise Easement)

EXHIBIT “B”

County of Colusa Airport Property				
Map Parcel Number	Acreage	Assessor Parcel Number	Owner	Situs Address
1	78.00	017-130-009-000	County of Colusa	2915 HIGHWAY 20 COLUSA, CA 95932
2	0.23	017-130-057-000		
3	2.64	017-130-056-000		



Attachment: Exhibit "B" Colusa County Airport Property Description (6320 : Acceptance of Grant of Avigation and Noise Easement)

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
LU-4 The project would not be consistent with the Colusa County Airport Comprehensive Land Use Plan with regard to noise standards, safety concerns, and incompatible land uses within the overflight zone.	*Mitigation Measure LU-4a: Design homes and businesses to reduce interior aircraft-related noise levels by up to 30 dB.* For structures significantly affected by aircraft noise, the County will require the applicant to obtain an acoustical professional to conduct an acoustical investigation and to recommend measures necessary to achieve acceptable interior noise levels consistent with CLUP and County standards. Measures to be employed may include, but are not limited to, construction of stucco walls for the exterior, attic vents that are acoustically baffled, buildings with adequate and appropriately designed mechanical ventilation systems, roof insulation, and acoustically-rated windows and doors. Specific designs for buildings will be submitted to Colusa County for approval prior to issuance of building permits to ensure compliance with noise standards.	Prior to issuance of building permits for affected homes and businesses	Applicant and Successors in Interest	County Planning and Building Department; Applicant
	Mitigation Measure LU-4b: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations.	Prior to approval of subdivision maps As part of	Applicant Applicant and Successors in	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from airport operations would be made by the seller in accordance with AB 2776 because of the project's location within an airport influence area. Inconveniences or annoyances may include, but are not limited to, noise, health and safety concerns, and vibration. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.	property sales	Interest	
	Mitigation Measure LU-4c: Locate permanent water features associated with the golf course outside of the approach-departure zone. The applicant will submit specific plans for the golf course to Colusa County for review and approval prior to issuance of grading permits. The plans will ensure that incompatible features are not located within the approach-departure zone.	Prior to issuance of grading permits for golf course	Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
expose project residences and businesses to excessive noise levels.	For structures significantly affected by aircraft noise, the County will require the applicant to obtain an acoustical professional to conduct an acoustical investigation and to recommend measures necessary to achieve acceptable interior noise levels consistent with CLUP and County standards. Measures to be employed may include, but are not limited to, construction of stucco walls for the exterior, attic vents that are acoustically baffled, buildings with adequate and appropriately designed mechanical ventilation systems, roof insulation, and acoustically-rated windows and doors. Specific designs for buildings will be submitted to Colusa County for approval prior to issuance of building permits to ensure compliance with noise standards.	homes and businesses		
	Mitigation Measure N-4b: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations. Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from airport operations would be made by the seller in	Prior to approval of subdivision maps As part of property sales	Applicant Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	accordance with AB 2776 because of the project's location within an airport influence area. Inconveniences or annoyances may include, but are not limited to, noise, health and safety concerns, and vibration. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.			
	Mitigation Measure N-4h: Reduce number of low density residential units exposed to aircraft noise and safety concerns. To reduce airport land use, noise, and safety conflicts, the County will require the applicant to implement a revised conceptual land use plan that reduces the number of low density residential units in the western portion of the project area to 84 units (versus the maximum of 140 units analyzed in the Draft EIR). This mitigation measure would also include an aircraft overflight corridor within the project area, rather than adjacent to the project	Prior to approval of subdivision maps	Applicant	County Planning and Building Department

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
erosion.	Stormwater General Permit process prior to project implementation and issuance of grading permits. The applicant will file a Notice of Intent (NOI) for coverage under the Stormwater General Permit and prepare and submit a SWPPP to the Central Valley RWQCB. The SWPPP must contain a detailed mitigation plan for erosion and sediment control, including plans for implementing BMPs for the control of stormwater runoff, erosion, and sedimentation.	construction	Contractor	
4.10 Hazards and Hazardous Materials				
HHM-3 Airport operations would expose project residents, visitors, and workers to health and safety risks associated with routine crop-dusting.	*Mitigation Measure HHM-3a: Require applicant to grant avigation easements to County, as well as notify all prospective purchasers and users of property in the project area of inconveniences or discomforts that may accompany airport operations.* Prior to the selling, purchasing, transferring, or leasing of real property, full disclosure of inconveniences or discomforts arising from agriculture operations would be made by the seller in accordance with Ordinance No. 510 (right to farm ordinance). Inconveniences or discomforts may include, but are not limited to, exposure to	Prior to approval of subdivision maps As part of property sales	Applicant Applicant and Successors in Interest	County Planning and Building Department; Applicant

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

Attachment #1
Excerpt from MMRP

Colusa Industrial Properties Mitigation Monitoring and Reporting Program

Impacts	Mitigation Measures	Timing of implementation	Responsibility for Implementation	Responsibility for Monitoring and Verification
	herbicides, insecticides, fungicides, rodenticides, and fertilizers, and generation of dust, smoke, noise, and odor. Full disclosure would be made to the buyer and in County documents (building permits, etc.). Seller and County Clerk would obtain and keep copies of the buyer-signed disclosure statement. The notice would allow purchasers to take steps to minimize outdoor activities during crop-dusting periods. Although this would not reduce impacts, the measure would inform prospective buyers or renters of the inconveniences and allow them to use the knowledge in their decision of buying or renting a home.			
	Mitigation Measure HHM-3f: Reduce number of low density residential units exposed to aircraft noise and safety concerns. To reduce airport land use, noise, and safety conflicts, the County will require the applicant to implement a revised conceptual land use plan that reduces the number of low density residential units in the western portion of the project area to 84 units (versus the maximum of 140 units analyzed in the Draft EIR). This mitigation measure would also include an aircraft overflight corridor within the project area, rather than adjacent to the project	Prior to approval of subdivision maps	Applicant	County Planning and Building Department

Attachment: Attachment #1 Excerpts from the Mitigation and Monitoring Report Plan (6320 : Acceptance

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Assessor**

FROM: **Ann Nordyke**

SUBJECT: **Stipulation Agreement with Adams Vegetable Oils**

SITTING AS THE COLUSA COUNTY BOARD OF EQUALIZATION

Approve Stipulation Agreement in accordance with Section 1607 of the California Revenue and Taxation Code with Adams Vegetable Oils for Application for Changed Assessment No. 20-13 APN No. 800-000-245-000.

Detailed Description/Background of request

Correcting double assessments on tanks acquired in 1996 and some fixtures in 2019 were assessed using a 17 year useful life and should have been 15 years. Unassessable costs were included in reported Construction in Progress for 2019.

Assessment Year 2019-2020	Assessor's Roll Value	Applicant's Opinion of Value	Corrected Assessed Value	Difference (Roll Value Minus Corrected Assessed Value)
Land	0	0	0	0
Improvement/ Structures	0	0	0	0
Crops/Trees and Vines	0	0	0	0
Manufactures Home-Personal Property	0	0	0	0
Fixtures	$9,942,500	$4,971,250	$9,663,292	($279,208)
Personal Property	$19,606,570	$9,803,285	$19,166,835	($439,735)
Totals	$29,549,070	$14,774,535	$28,830,127	($718,943)

Prior Board Action

None.

Fiscal Impact/Funding Source

Differences in value for fixtures is $279,208. Personal Property is $439,735.

Action for the Clerk
Approve Stipulation and forward decision to Assessor. Notify applicant

ATTACHMENTS:

- Stipulation for Adams Vegatable Oils #20-13 (PDF)

BOE-305-S (P1) REV. 02 (07-15)

RECEIVED
JAN 26 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Adams Vegetable Oils
NAME OF APPLICANT

20-13
APPLICATION NUMBER(S)

800-000-245-000
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 19 - 20 20 ☑ REGULAR ☐ SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND				
IMPROVEMENTS/ STRUCTURES				
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	9,942,500	4,971,250	9,663,292	(279,208)
PERSONAL PROPERTY	19,606,570	9,803,285	19,166,835	(439735)
TOTALS	29,549,070	14,774,535	28,830,127	(718943)
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Stipulation for Adams Vegatable Oils #20-13 (6338 : Stipulation Agreement/Adams Veg. Oils)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

a. Some of the tanks acquired in 1996 were assessed as both fixtures and structures. The double assessed tanks have been removed from the fixture value for 2019. The assessed value of fixtures will be reduced by $ 171,768.

b. Fixtures were assessed using a 17year useful life for 2019 with should have been assessed using a 15 year life. An additional value adjustment for $107,440 was made to account for the over assessment.

c. Unassessable cost were included in reported Construction in Progress for 2019. Cost associated with software and interest were removed from the 2019 assessed value. The individual amounts are as follows:
Software: $209,138
Interest: $230,597

Fixtures: 171,768 + 107440 = (279,208)
Personal property : 209138 + 230597 = (439,735)
Total (718,943)

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	1-20-21
NAME OF AUTHORIZED SIGNER	TITLE
ROBERT A. BURDEN	AGENT

FILING STATUS

☐ OWNER ☒ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: Stipulation for Adams Vegatable Oils #20-13 (6338 : Stipulation Agreement/Adams Veg. Oils)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Sheriff**

FROM: **Janice Bell**

SUBJECT: **Resolution to Ratify Proclamation of Local Emergency due to Winter Storms beginning January 26, 2021**

Adopt a Resolution ratifying Sheriff Garofalo's Proclamation of Local Emergency due to Winter Storms of January 26, 2021.

Detailed Description/Background of request

Sheriff-Coroner/OES Director Garofalo Proclaimed Local Emergency 1/26/21 due to effects of Winter Storms. High winds, heavy rain, low and deep snow levels threatens public health, infrastructure, public and private property, and the conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County of Colusa

Prior Board Action

None

Fiscal Impact/Funding Source

Unknown fiscal impact. If there is no State or Federal Declaration issued, any costs during this emergency will need to be borne by the County utilizing General Fund contingencies.

Action for the Clerk

ATTACHMENTS:

- Sheriff's Proclamation of Local Emergency 2021-01-26 Winter Storms (DOC)
- RESOLUTION NO. Ratifying Sheriff Garofalo's Proclamation of Local Emergency 01262021 (DOCX)

PROCLAMATION OF LOCAL EMERGENCY
COUNTY OF COLUSA
STATE OF CALIFORNIA

WHEREAS, Ordinance No. 450 of the County of Colusa empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said county is affected or likely to be affected by a public calamity and the Colusa County Board of Supervisors is not in session;

WHEREAS, the Director of Emergency Services of the County of Colusa does hereby find that the conditions of extreme peril to the safety of persons and property have arisen within the County of Colusa caused by the severe California Winter Storms beginning January 26, 2021 when the severe winds, rain and deep snow levels caused localized destruction of property and infrastructure, closing roadways and causing power outages;

WHEREAS, the winter storms' precipitation is further damaging infrastructure with power poles and trees falling, rock slides and debris flows from previous burn scar areas;

WHEREAS, this severe weather continues to threaten lives, homes and other structures, necessitating the planning for evacuation of residents as the debris flows threatens infrastructure, public and private property and power outages during cold temperatures threatens the public health;

WHEREAS, the Colusa County Department of Health and Human Services has contingencies in place for Warming Centers or shelters when evacuation is necessary;

WHEREAS, the Sheriff's Office Patrol was assigned to effect close patrols in affected areas in southwestern and western Colusa County including the local communities of Stonyford, Century Ranch, Wilbur Hot Springs and the Kletsel Dehe Wintun Nation (Cortina Rancheria), resulting in rescuing travelers when their vehicles became incapacitated from deep snow on rural roadways;

WHEREAS, the Department of Public Works has been working around the clock to clear public and private roadways of debris flows, heavy snow, downed trees and fallen limbs, keeping them clear for emergency crews to access the area;

WHEREAS, the emergency is compounded a result of lowered staffing levels and increased caution when making contact with the public as a result of COVID-19, a national pandemic;

WHEREAS, the full extent and cost of damage from the winter storms is not able to be determined until the county and local municipalities complete more extensive analysis, finding immediate damage and continuing progressive damage due to erosion of burn scar areas; and

Attachment: Sheriff's Proclamation of Local Emergency 2021-01-26 Winter Storms [Revision 1] (6364 : Resolution to Ratify Proclamation of

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County of Colusa, and the Colusa County Board of Supervisors is not in session and cannot be immediately called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Colusa.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, function, and duties of the Director of Emergency Services of the County of Colusa and the emergency organization of the County of Colusa shall be those prescribed by state law, by ordinances, and by resolutions of this County approved by the Board of Supervisors.

Dated: January 26, 2021

_____

Joe Garofalo, Sheriff-Coroner
Director of Emergency Services

Colusa County Sheriff's Office
929 Bridge Street
Colusa, CA 95932

Attachment: Sheriff's Proclamation of Local Emergency 2021-01-26 Winter Storms [Revision 1] (6364 : Resolution to Ratify Proclamation of

Attachment: RESOLUTION NO. Ratifying Sheriff Garofalo's Proclamation of Local Emergency 01262021 [Revision 1] (6364 : Resolution to Ratify

RESOLUTION NO._____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RATIFYING SHERIFF GAROFALO'S LOCAL PROCLAMATION OF EMERGENCY

WHEREAS, Ordinance No. 450 of the County of Colusa empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity and the Colusa County Board of Supervisors is not in session;

WHEREAS, the Director of Emergency Services of the County of Colusa has proclaimed that conditions of extreme peril to the safety of persons and property have arisen within the County of Colusa caused by severe California Winter Storms beginning January 26, 2021 when extreme winds, rain and deep snow levels caused localized destruction of property and infrastructure, closing roadways and causing power outages;

WHEREAS, the winter storms' precipitation is further damaging infrastructure with power poles and trees falling, rock slides and debris flows from previous burn scar areas;

WHEREAS, this severe weather continues to threaten lives, homes and other structures, necessitating the planning for evacuation of residents as the debris flows threatens infrastructure, public and private property and power outages during cold temperatures threatens the public health;

WHEREAS, the Colusa County Department of Health and Human Services has contingencies in place for Warming Centers or shelters when evacuation is necessary;

WHEREAS, the Sheriff's Office Patrol was assigned to effect close patrols in affected areas in southwestern and western Colusa County including the local communities of Stonyford, Century Ranch, Wilbur Hot Springs and the Kletsel Dehe Wintun Nation (Cortina Rancheria), resulting in rescuing travelers when their vehicles became incapacitated from deep snow on rural roadways;

WHEREAS, the Department of Public Works has been working around the clock to clear public and private roadways of debris flows, heavy snow, downed trees and fallen limb keeping them clear for emergency crews to access the areas;

WHEREAS, the emergency is compounded as a result of lowered staffing levels and increased caution when making contact with the public as a result of COVID-19, a national pandemic;

WHEREAS, the full extent and cost of damage from the winter storms is not able to be determined until the county and local municipalities complete more extensive

Attachment: RESOLUTION NO. Ratifying Sheriff Garofalo's Proclamation of Local Emergency 01262021 [Revision 1] (6364 : Resolution to Ratify

analysis, finding immediate damage and continuing progressive damage due to erosion of burn scar areas; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County of Colusa, and the Colusa County Board of Supervisors was not in session and could not be immediately called into session at the time of the emergency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does ratify Sheriff Garofalo's Local Proclamation of Emergency which now exists throughout the County of Colusa.

PASSED AND ADOPTED this 2nd day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

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

By:_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Adopt Resolution Approving Application(s) for Per Capita Grant Funds and Provide Direction to Staff**

Adopt Resolution Approving Application(s) for Per Capita Grant Funds and Provide Direction to Staff regarding the County's Prop 68 Per Capita Grant Allocation

Detailed Description/Background of request

The California drought, Water, Parks, Climate, Costal Protection, and Outdoor Access for All Act (Prop 68) was approved by the voters in June 2018. A portion of this act provides for a non-competitive Per Capita Program wherein 60% of the total funding is allocated to cities and certain eligible districts, and 40% is allocated to counties, regional park and/or open space districts. The County is slated for a minimum allocation of $400,000. The cities and park and recreation district in the county have each been slated for a minimum allocation of $177,952. There is a subsequent competitive Prop 68 grant as well

This funding is intended to provide for local park rehabilitation and creation, with grant recipients being encouraged to address deficiencies in areas lacking access to the outdoors. Eligible projects must be capital outlay for recreational purposes, either acquisition or development, and cannot include funding of recreational staffing. The additional component to be aware of is that these grant funds will require a 20% match if the proposed project does not serve a "severely disadvantaged community". Severely disadvantaged is defined as having a median household income less than 60% of the statewide average.

In order to secure the funding, the Board is required to pass a resolution accepting the funds, and staff must attend a mandatory technical assistance workshop. We have through December 2021 to submit project applications to the State for approval and all projects must be completed by December 31, 2023.

Public Works has one project at East Park Reservoir to submit for consideration, and two others have been suggested by Supervisor Carter in the unincorporated areas in her district. Additionally the County has been approached by two of the four other jurisdictions that have received per capita allocations, requesting use of all, or a part of, the County's allocation. The Program does encourage partnering with other grantees, as well as provides for a mechanism to assign all or a portion of our allocation to

another qualifying jurisdiction(s).

In addition to requesting adoption of the Resolution accepting the funds, staff seeks direction concerning whether they should contact all eligible jurisdictions within the County and solicit potential projects for the Board to consider along with those that the County has in mind. Should you chose this direction, staff will bring the projects back to the Board for your final determination in which shall move forward to the State for approval.

Prior Board Action

None.

Fiscal Impact/Funding Source

Potential 20% match required depending on project location. Maximum of $80,000 to be budgeted in future fiscal year if needed.

Action for the Clerk

Obtain signatures and send certified copy of Resolution to
Lydia Willett: Lydia.Willett@parks.ca.gov

ATTACHMENTS:

- Page1 from AllocationTable_Guide_accessible (2) (PDF)
- Pages 3 from AllocationTable_Guide_accessible (2)-2 (PDF)
- sample per capita contract (PDF)
- Prop 68 Per Capita Resolution (DOCX)

Allocations for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

Per Capita Grant Program

All Allocations Rounded to the Thousands

County and Regional Park District Allocations

(40 Percent of $185,000,000)

Rate of Allocations: $1.64 Per Capita

(Minimum of $400,000 for populations below 247,577)

Jurisdiction	Allocation
County of Alameda	$ -
County of Alpine	$ 400,000
County of Amador	$ 400,000
County of Butte	$ 400,000
County of Calaveras	$ 400,000
County of Colusa	$ 400,000
County of Contra Costa	$ 400,000
County of Del Norte	$ 400,000
County of El Dorado	$ 400,000
County of Fresno	$ 1,656,780
County of Glenn	$ 400,000
County of Humboldt	$ 400,000
County of Imperial	$ 400,000
County of Inyo	$ 400,000
County of Kern	$ 1,473,040
County of Kings	$ 400,000
County of Lake	$ 400,000
County of Lassen	$ 400,000
County of Los Angeles	$ 16,739,730
County of Madera	$ 400,000
County of Marin	$ 427,730
County of Mariposa	$ 400,000
County of Mendocino	$ 400,000
County of Merced	$ 455,590
County of Modoc	$ 400,000
County of Mono	$ 400,000
County of Monterey	$ 631,430
County of Napa	$ -
County of Nevada	$ 400,000
County of Orange	$ 5,044,010
County of Placer	$ 633,810
County of Plumas	$ 400,000
County of Riverside	$ 3,945,380
County of Sacramento	$ 2,515,780

Jurisdiction	Allocation
County of San Benito	$ 400,000
County of San Bernardino	$ 3,510,320
County of San Diego	$ 5,487,140
County of San Francisco	$ 1,444,120
County of San Joaquin	$ 1,224,650
County of San Luis Obispo	$ 456,230
County of San Mateo	$ 828,430
County of Santa Barbara	$ 739,670
County of Santa Clara	$ 1,194,060
County of Santa Cruz	$ 447,240
County of Shasta	$ 400,000
County of Sierra	$ 400,000
County of Siskiyou	$ 400,000
County of Solano	$ 715,590
County of Sonoma	$ 814,650
County of Stanislaus	$ 909,500
County of Sutter	$ 400,000
County of Tehama	$ 400,000
County of Trinity	$ 400,000
County of Tulare	$ 779,560
County of Tuolumne	$ 400,000
County of Ventura	$ 1,398,240
County of Yolo	$ 400,000
County of Yuba	$ 400,000
East Bay RPD	$ 4,592,710
Midpeninsula ROSD	$ 1,214,590
Monterey Peninsula RPD	$ 400,000
Napa County RPOSD	$ 400,000
Santa Clara Valley OSD	$ 1,120,020

Note: A county with no allocation is due to an overlap with regional park district that operates and manages park and recreational areas and facilities for that population.

Attachment: Page1 from AllocationTable_Guide_accessible (2) (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and

California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 - Per Capita Grant Program

County	Jurisdiction	Allocation
Calaveras	San Andreas RPD	$ 177,952
Colusa	Arbuckle PRD	$ 177,952
Colusa	City of Colusa	$ 177,952
Colusa	City of Williams	$ 177,952
Colusa	Maxwell PRD	$ 177,952
Contra Costa	Ambrose RPD	$ 177,952
Contra Costa	Bethel Island MID	$ 177,952
Contra Costa	City of Antioch	$ 177,952
Contra Costa	City of Brentwood	$ 177,952
Contra Costa	City of Clayton	$ 177,952
Contra Costa	City of Concord	$ 177,952
Contra Costa	City of El Cerrito	$ 177,952
Contra Costa	City of Hercules	$ 177,952
Contra Costa	City of Lafayette	$ 177,952
Contra Costa	City of Martinez	$ 177,952
Contra Costa	City of Oakley	$ 177,952
Contra Costa	City of Orinda	$ 177,952
Contra Costa	City of Pinole	$ 177,952
Contra Costa	City of Pittsburg	$ 177,952
Contra Costa	City of Pleasant Hill	$ 177,952
Contra Costa	City of Richmond	$ 177,952
Contra Costa	City of San Pablo	$ 177,952
Contra Costa	City of San Ramon	$ 177,952
Contra Costa	City of Walnut Creek	$ 177,952
Contra Costa	Crockett CSD	$ 177,952
Contra Costa	Kensington Police Protection and CSD	$ 177,952
Contra Costa	Pleasant Hill RPD	$ 177,952
Contra Costa	Town of Danville	$ 177,952
Contra Costa	Town of Discovery Bay CSD	$ 177,952
Contra Costa	Town of Moraga	$ 177,952
Del Norte	City of Crescent City	$ 177,952
El Dorado	Cameron Park CSD	$ 177,952
El Dorado	City of Placerville	$ 177,952
El Dorado	City of South Lake Tahoe	$ 177,952
El Dorado	El Dorado Hills CSD	$ 177,952
El Dorado	Fallen Leaf Lake CSD	$ 177,952
El Dorado	Georgetown Divide RD	$ 177,952
El Dorado	Tahoe Paradise RPD	$ 177,952

Attachment: Pages 3 from AllocationTable_Guide_accessible (2)-2 (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and

Per Capita Contract

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract
Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed $ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

<table>
<tr><td colspan="6">CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</td></tr>
<tr><td colspan="2">AMOUNT OF ESTIMATE $</td><td colspan="2">CONTRACT NUMBER</td><td colspan="2" rowspan="3">FUND</td></tr>
<tr><td colspan="2">ADJ. INCREASING ENCUMBRANCE $</td><td colspan="2">APPROPRIATION</td></tr>
<tr><td colspan="2">ADJ. DECREASING ENCUMBRANCE $</td><td colspan="2">ITEM VENDOR NUMBER</td></tr>
<tr><td colspan="2">UNENCUMBERED BALANCE $</td><td colspan="2">LINE ITEM ALLOTMENT</td><td>CHAPTER STATUTE</td><td>FISCAL YEAR</td></tr>
<tr><td>T.B.A. NO.</td><td>B.R. NO.</td><td colspan="2">INDEX</td><td>Funding Source</td><td>OBJ. EXPEND</td></tr>
<tr><td colspan="6">I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.</td></tr>
<tr><td colspan="4">SIGNATURE OF ACCOUNTING OFFICER</td><td colspan="2">DATE</td></tr>
</table>

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
   The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

SAMPLE

Attachment: sample per capita contract (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to staff)

Resolution No. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s);

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and

2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and

3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and

4. Certifies that all projects proposed will be consistent with the park and recreation element of the Colusa County general or recreation plan (PRC §80063(a)), and

5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the County of Colusa will consider a range of actions that include, but are not limited to, the following:

Attachment: Prop 68 Per Capita Resolution (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the Director of Public Works, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Attachment: Prop 68 Per Capita Resolution (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to

PASSED AND ADOPTED this 2nd day of February 2021, 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:

_____
Marcos A. Kropf, County Counsel

Attachment: Prop 68 Per Capita Resolution (6358 : Adopt Resolution Accepting Capita Grant Funds from Prop 68 and provide direction to

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Discussion and possible direction regarding the North State Leaders Conference held on October 29, 2020**

Discussion and possible direction regarding follow up action to the North State Leaders Conference.

Detailed Description/Background of request

The North State Leaders Conference was held on October 29th in Red Bluff with Supervisor Corona attending on behalf of the County of Colusa. At the conference, delegates from each county discussed a range of COVID-19 related topics such as the re-opening of the economy and our civic life, the re-opening of our schools, and actions in response to the State of California's threat to withhold entitled funds of the counties.

In follow up to that meeting we have received the attached letter from the legislative delegation with a draft resolution for consideration. The purpose of this item is for you to discuss and provide direction to staff as to the contents of a resolution or other document for you to consider at a future meeting.

Prior Board Action

On November 24, 2020 this item was on the Agenda for discussion/direction. Item was tabled until reagendized.

On October 13, 2020 Supervisor Corona was appointed by the Board as the Delegate to attend the meeting.

Fiscal Impact/Funding Source

None

Action for the Clerk

Follow whatever direction given by the Board

ATTACHMENTS:

- Ltr dtd 11-9-20 to Colusa County frm California Legislature (PDF)
- 11-24-20 meeting-Resolution Healthy Communities (DOCX)

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115

California Legislature

November 9, 2020

Chairwoman Denise Carter
Colusa County Board of Supervisors
547 Market St., Suite 102
Colusa, CA 95932

Chairwoman Carter:

We appreciate your county's participation in our recent North State Leaders conference held in Red Bluff, California.

In that forum we shared our respective data and localized information on how COVID-19 and the response to the virus have impacted our counties. A common thread in the discussion was the need to have local flexibility based on what is occurring in our respective communities, which have not been well-served by the state's one-size-fits-all *Blueprint for a Safer Economy*.

The *Blueprint* largely impacts small businesses and schools without any showing that those environments have anything to do with the cases observed in our counties. Meanwhile, we have documented increases drug abuse, delayed medical care, depression among our youth, and the overall need for mental health services. We are extremely concerned about the impacts to our children of any further delays to in-person education.

These facts demonstrate a need for collective and unified action from our counties. Consistent with our discussion at the North State Leaders conference, we ask that your respective boards approve a *Healthy Communities Resolution* expressing agreement with the following principles:

1. That our county is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances, as specified, for instance, in the attestation filed with the California Department of Public Health.

2. That our county is geographically diverse and ill-suited for the county-wide restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.

3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible and provide in-person instruction to the greatest extent possible without further delay.

Attachment: Ltr dtd 11-9-20 to Colusa County frm California Legislature (6352 : Discussion and possible direction)

4. That our county requests an extension of time beyond December 31, 2020 to encumber and spend our federal CARES funds, to which we are entitled by law, consistent with our respective local plans and programs.

Attached you will find draft resolution language. Thank you again for your partnership and participation in the North State Leaders conference.

Sincerely,

JAMES GALLAGHER
Assemblymember, 3rd District

JIM NIELSEN
Senator, District 4

KEVIN KILEY
Assemblymember, 6th District

BRIAN DAHLE
Senator, District 1

MEGAN DAHLE
Assemblymember, 1st District

CC:
Gary Evans, County Supervisor
John D. Loudon, County Supervisor
Kent S. Boes, County Supervisor
Jose Merced Corona, County Supervisor
Ann Nordyke, Board Clerk
Wendy Tyler, County Administrative Officer

Attachment: Ltr dtd 11-9-20 to Colusa County frm California Legislature (6352 : Discussion and possible direction)

RESOLUTION No.

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RECOGNIZING THAT CALIFORNIA'S *BLUEPRINT FOR A SAFER ECONOMY* PROVIDES A ONE-SIZE-FITS-ALL APPROACH TO REOPENING COMMUNITIES, THAT FAILS

WHEREAS, The paramount concern of policymakers at all levels is the health and well-being of our constituents, never more so than during what has been called a once-in-a-century pandemic; and

WHEREAS, Decisions affecting the health and well-being of our constituents must be based on empirical evidence without regard to politics or the influence of special interest groups; and

WHEREAS, California has struggled as much as any state during the COVID-19 pandemic, with the third highest unemployment rate in the country, the largest backlog of unpaid jobless claims, and the fifth worst excess death rate west of the Mississippi; and

WHEREAS, California's *Blueprint for a Safer Economy* provides a one-size-fits-all approach to reopening communities that fails to allow the flexibility to respond in a data-driven way to what is occurring in our county; and

WHEREAS, The *Blueprint* largely impacts the operation of businesses and schools without any showing that those environments are responsible for COVID-19 cases observed in our county; and

WHEREAS, our county has seen increases in drug abuse, delayed medical care, depression among our youth, and the overall need for mental health services; and

WHEREAS, our County is extremely concerned about the impacts to our children of any further delays to in-person education.

NOW THEREFORE BE IT RESOLVED; the Colusa County Board of Supervisors, assert/avow/acknowledge/recognize**(or any other word of your choosing)** that these facts demonstrate a need for collective and unified action from our County and surrounding Communities with a commitment to the following principles:

1. That our county is best served by an ability to respond locally to the COVID-19 virus in accordance with our local data and circumstances, as specified, for instance, in the attestation filed with the California Department of Public Health.

2. That our county is geographically diverse and ill-suited for the county-wide restrictions imposed by the *Blueprint*, and the State should enable our COVID-19 response to be tailored to geographically separate areas, such as different zip codes, as circumstances and case levels warrant.

3. That school districts in our jurisdiction are urged to safely open all schools as soon as possible and provide in-person instruction to the greatest extent possible without further delay.

Attachment: 11-24-20 meeting-Resolution Healthy Communities (6352 : Discussion and possible direction)

4. That our county requests an extension of time beyond December 31, 2020 to encumber and spend our federal CARES funds, to which we are entitled by law, consistent with our respective local plans and programs.

PASSED AND ADOPTED this 24th day of November, 2020 by the following vote:

AYES:

NOES:

ABSENT:

_____
Denise J. Carter, Chair

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

APPROVED AS TO FORM:

By: _____
Melissa Kitts, Deputy Clerk

_____
Marcos Kropf, County Counsel

Attachment: 11-24-20 meeting-Resolution Healthy Communities (6352 : Discussion and possible direction)

COUNTY OF COLUSA, CA **10.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Colusa Mosquito Abatement District**

Appoint a member to the Colusa Mosquito Abatement District, effective February 2, 2021 through March 6, 2024. **(Applications received: Robert Kessinger and Janice Bell)**

Detailed Description/Background of request

The Colusa Mosquito Abatement District currently has one vacancy on its Board. Upon notification of the vacancy, notice was posted in the newspaper of local circulation on January 6, 2021. Both Janice Bell and Robert Kessinger have since submitted applications for consideration. Upon appointment, the Trustee would serve the remainder of an unexpired term effective February 2, 2021 through March 6, 2024.

Both applicants meet the qualifications of being a voter within the district. Further, The Mosquito Abatement District has included a letter of recommendation for the Board's consideration.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

If appointed, send certification of appointment and oath to appointed member and a copy to the Colusa Mosquito Abatement District, PO Box 208, Colusa, CA 95932. Update Access database and Committee book. Scan into Laserfiche.

ATTACHMENTS:

- 01-06-21 Notice of Vacancy - Mosquito Abatement District (PDF)
- 01-04-21 Application to Fill a Vacancy - Bell (PDF)
- 01-11-21 Application to Fill a Vacancy - Kessinger (PDF)
- 01-06-21 Letter of Recommendation (PDF)

PIONEER REVIEW: Please Publish on January 6. 2021
POSTED: At the Historic Courthouse on January 5, 2021

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy for an unexpired term ending March 6, 2024 for the following:

1 Vacancy – Colusa Mosquito Abatement District

If you are interested in applying or would like more information about the position please contact:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusa.com

Applications are also available online at www.countyofcolusa.com
Please submit applications by Wednesday, January 20, 2021 by 5:00 p.m.

Attachment: 01-06-21 Notice of Vacancy - Mosquito Abatement District (6353 : Appointment to the Colusa Mosquito Abatement District)

Melissa Kitts

From: noreply@civicplus.com
Sent: Monday, January 4, 2021 4:08 PM
To: Ann Nordyke; Melissa Kitts; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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:	Colusa Mosquito Abatement District
NAME OF APPLICANT:	Janice Bell
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	229 E. Oak Street
Address2	*Field not completed.*
City	Colusa
State	CA
Zip	95932
PHONE:	530-821-9561
E-MAIL:	janicecesa@gmail.com
SUPERVISORIAL DISTRICT:	5
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	I have been employed at the Colusa County Sheriff's Office for over 28 years, and have been life-long resident. I have an awareness of how special districts function, and have an active interest in their workings and successes. I understand the importance of mosquito

Attachment: 01-04-21 Application to Fill a Vacancy - Bell (6353 : Appointment to the Colusa Mosquito Abatement District)

abatement. Being in emergency services, I am aware of the benefits of protecting our citizens from vector-borne diseases. I have always participated in county events and have been a member of many community organizations. I am always looking to give back more to my community, especially in the way of county service. It would be my honor to serve on this committee.

[Section Break]

Email not displaying correctly? View it in your browser.

Attachment: 01-04-21 Application to Fill a Vacancy - Bell (6353 : Appointment to the Colusa Mosquito Abatement District)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
JAN 11 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Colusa Mosquito Abatement

NAME OF APPLICANT: Robert Kessinger

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 827 Carson St. Colusa

CITY: Colusa

PHONE: 530 458-5471

E-MAIL: rkess@cjtlink.net

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ **Notes:**

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

Community Service

See Attached Resume

Office Use Only:

APPOINTED ☐ TERM DATE: _____

☐ FILLING UNEXPECTED VACANCY

NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: 01-11-21 Application to Fill a Vacancy - Kessinger (6353 : Appointment to the Colusa Mosquito Abatement District)

ROBERT E. KESSINGER, JR.

827 CARSON STREET
COLUSA, CALIFORNIA 95932

Phone: (530)458-5471
Fax: (530) 458-3075)
rkess@citlink.net

WORK EXPERIENCE

Colusa County Auditor's Office, Colusa, CA 1972-2002

Elected Auditor/Controller (Twenty-four years) 1979-2002
Responsible for the financial integrity of the County. Maintained control of all accounts receivable, accounts payable and payroll. Developed and controlled the County's thirty-two million dollar budget; Represented the County at State-wide conferences and meetings relating to a wide range of subjects. Managed a staff of 23 employees.

The County did not have a Chief Administrative Officer until 2001 and I served the County and the Board of Supervisors where needed. While serving as the elected Auditor-Controller, the Board of Supervisors appointed the following duties:

Risk Manager and County Safety Officer 1985-2002
Instrumental in developing a self insurance program for the County which has saved millions of dollars since its inception. Developed the County's safety and loss prevention programs.

Data Processing Manager 1986-2002
Instrumental in creating the first internal Information Technology Department to benefit all county departments.

Attachment: 01-11-21 Application to Fill a Vacancy - Kessinger (6353 : Appointment to the Colusa Mosquito Abatement District)

County Personnel Officer 1994-2001
Involved in all aspects of hiring and evaluating performance of employees.

Veterans Service Officer 1994-2001
Responsible for budgeting and review of projects for five Veterans buildings.

Purchasing Officer 1994-2001
Centralized purchasing, requests for proposals, and bid packages for all County Departments.

Senior Citizens Coordinator 1994-2001
Oversaw coordination of senior organizations within the County.

Chief Negotiations Officer for Collective Bargaining 1979-2001
Represented the County in salary and benefits negotiations with the three organized employee groups. Determined cost of providing requested and proposed employee salary and benefit increases.

Budget Officer 1979-2002
Prepared the County's annual budget and represented the Board of Supervisors in Departmental Budget Hearings.

Employee Relations Officer 1994-2001
Heard all employee grievances and made recommendations to the Board of Supervisors for their resolution.

Director of Mental Health Services (two month assignment) 2001

COMMUNITY LEADERSHIP

Colusa Regional Medical Center
Local Non-Profit Hospital
Board of Directors 2002-~~Present~~ 2015
Treasurer 2002-~~Present~~ 2015

Colusa County Golf and Country Club, Colusa, CA
Member 1979-~~Present~~ 2017
Board of Directors 1994-~~Present~~ 2017
President (5 years), Treasurer (3 years)

Colusa City Volunteer Fire Department (retired) 1979-1989
Past President and Treasurer

Colusa County Rotary Club 1986-2004
Past Treasurer

Attachment: 01-11-21 Application to Fill a Vacancy - Kessinger (6353 : Appointment to the Colusa Mosquito Abatement District)

Stagehands Local Theatre Group 1980-Present
Past President and Treasurer and 8 time Director

City of Colusa Tree Commission 16 years

STATE WIDE ORGANIZATIONS

California Excess Insurance Authority 1986-2002
Statewide Joint Powers Authority which provides self insurance and reinsurance to local governments. Annual premiums in excess of $100 million.
President 2000
Board of Directors 1986-2002
Executive Committee (7 years)

Trindel Insurance Fund
Joint Authority with eight Northern California Counties for Insurance and Risk Management. Annual premiums in excess of $9.5 million.
President 16 years
Board of Directors 1986-2002
Executive Committee 1986-2002

California County Auditor's Association 1979-2002

California Safety Officers Association 1986-2002

MILITARY SERVICE

U.S. Naval Reserve 1960-1966
Active Duty (July 1964-June 1966) Western Pacific and Viet Nam – Honorable Discharge 1966

EDUCATION

College: California State University Chico – BS Degree Business Administration-Accounting
Junior College: Santa Barbara City College – AA Degree General Studies
High School: San Marcos High School, Santa Barbara, CA – Graduated

REFERENCES

David G. Womble – Retired Supervisor, Colusa County District 5
Susan Gibbs – Member Colusa County Republican Central Committee

Additional references available.

Attachment: 01-11-21 Application to Fill a Vacancy - Kessinger (6353 : Appointment to the Colusa Mosquito Abatement District)

RECEIVED
JAN 06 2021
COUNTY OF COLUSA
BOARD OF SUPERVISOR

COLUSA MOSQUITO ABATEMENT DISTRICT
713 D. Street/East Webster
P.O. BOX 208
COLUSA, CALIFORNIA. 95932

Trustees
William B. Ash, President
Vacant
Daryl Brown
Mike Griffith
Donald Traymham

David B. Whitesell, Manager.
Phone (530) 458-4966
Fax (530) 458-0818
e-mail colmad@frontiernet.net

January 6, 2021

To: Colusa County Board of Supervisors

From: Colusa Mosquito Abatement District

Subject: Recommendation to appoint Janice Bell

At a recent Board Meeting of the Colusa Mosquito Abatement District the Board directed the District Manager to write a letter to the Board of Supervisors requesting appointment for Janice Bell. The Colusa Mosquito Abatement Board believes that Janice would be a great asset to the District as she has good knowledge of policy making decisions and having worked for government for many years, she would make good sound decisions for the District. This appointment would be for a two year term. The Colusa Mosquito Abatement District Board would like to thank you for your time in this matter.

Sincerely,

David B. Whitesell

David B. Whitesell, Manager.
Colusa Mosquito Abatement District

Cc: William Ash, President

Attachment: 01-06-21 Letter of Recommendation (6353 : Appointment to the Colusa Mosquito Abatement District)

COUNTY OF COLUSA, CA **13.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 2, 2021**

DEPARTMENT: **County Counsel**

FROM: **Marcos Kropf**

SUBJECT: **Closed Session - existing litigation**

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

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
Agenda item at subsequent meeting for report out.

COUNTY OF COLUSA, CA **14.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 2, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Greg Plucker**
SUBJECT:	**Commercial Cannabis Ordinance Expiration Extension Amendment**

Public hearing and introduction by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration date by one year to February 22, 2022.

Detailed Description/Background of request

On January 22, 2019, the Board approved an amendment to Chapter 11 of the County Code to allow limited commercial cannabis cultivation, processing, and distribution in the Colusa Industrial Park due to an anticipated annexation to the City of Colusa (Attachment #1). As part of the ordinance approval, Section 11-7.7 specified that the ordinance provisions that allowed the commercial cannabis operations would automatically end and no longer be in effect on February 22, 2021, or sooner if the Colusa Industrial Park annexation was completed. Said section also specified that upon expiration, any cannabis license that was issued would automatically be revoked and prohibited from operating after the February 22, 2021 expiration date.

The City has moved forward with the Colusa Industrial Park annexation. However, the LAFCo annexation was not submitted until recently as the property tax transfer agreement between the City and County took longer than originally anticipated. As a result, County staff believes that the February 22, 2021 expiration date will occur prior to the annexation being completed.

There is currently one County commercial cannabis license issued (Golden Roots nursery) and staff is in discussions with another proposed production use for the former Advanced PVA building. The Advanced PVA building cannabis use was anticipated to be processed under the City's jurisdiction following annexation. However, given the length of time that the annexation has taken the owner has initiated discussions on the County's licensing process. However, the existing nursery license would expire and no additional licenses would be available if the February 22, 2021 expiration date remains.

The attached ordinance would extend the February 22, 2021 expiration date by one year to February 22, 2022. Staff believe that this will provide ample time for the CIP annexation to be completed.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter 11 to allow limited cannabis operations in the Colusa Industrial Park.

On April 30, 2019, staff presented an information report on industrial hemp to the Board.

On January 22, 2019, the Board approved an amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to allow limited commercial cannabis operations for indoor cultivation, processing and distribution of cannabis in a limited geographical area of the County that is the subject to a City of Colusa's proposed annexation.

On May 14, 2019, the Board conducted a public hearing on the first reading of an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On May 28, 2019, the Board approved the second reading of the ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list

of allowed license types.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact.

Action for the Clerk

None at this time.

ATTACHMENTS:

- Chapter 11 Date Extension Ordinance Amendment (DOCX)
- 11.7.7 Redline (DOCX)
- Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES (PDF)
- Public Hearing Notice (PDF)
- Affadavit of Publication (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 11 OF THE COLUSA COUNTY CODE REGARDING EXTENDING THE EXPIRATION DATE FOR THE PROVISIONS ALLOWING COMMERCIAL CANNABIS OPERATIONS.

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

Section 11-7.7 of Chapter 11 of the Colusa County Code is amended to read:

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2022, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter.

SECTION 2

This ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

SECTION 3

The provisions of Chapter 11 are severable and if any provision of Chapter 11 or its application in a particular circumstance is held invalid, the remainder of the Chapter, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Chapter 11 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 4

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance

Attachment: Chapter 11 Date Extension Ordinance Amendment [Revision 1] (6325 : Commercial Cannabis Ordinance Expiration Extension)

in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 2nd day of February, 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 16th day of February, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Boad Chair
Colusa County Board of Supervisors

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

By _____
Ann Nordyke, Chief Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Chapter 11 Date Extension Ordinance Amendment [Revision 1] (6325 : Commercial Cannabis Ordinance Expiration Extension)

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, ~~2021~~2022, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

Attachment: 11.7.7 Redline (6325 : Commercial Cannabis Ordinance Expiration Extension)

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

Chapter 11
CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES

Sections:

11-1 Authority and title.

11-2 Findings and purpose.

11-3 Definitions.

11-4 Application.

11-5 Sales, dispensaries and delivery.

11-6 Personal use cannabis cultivation.

11-7 Commercial cannabis operations.

11-7.1 Limited areas for commercial cannabis operations.

11-7.2 County commercial cannabis license.

11-7.3 County commercial cannabis operations license conditions.

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

11-7.5 Violations are a public nuisance.

11-7.6 No property right or entitlement to commercial cannabis operations.

11-7.7 Expiration of provisions allowing commercial cannabis operations.

11-8 Industrial hemp operations.

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

11-8.2 Industrial hemp cultivation license.

11-8.3 Industrial hemp conditions.

11-8.4 Industrial hemp license term, revocation, and renewal.

11-8.5 Violations are a public nuisance.

11-8.6 No property right or entitlement for industrial hemp.

11-8.7 Limitation on the number of industrial hemp licenses.

11-9 Public nuisance.

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

11-13 Appeal hearing.

11-14 Administrative penalties.

11-15 Costs.

11-16 Special assessments and liens.

11-17 Summary abatement.

11-1 Authority and title.

The board of supervisors for the county of Colusa enacts this chapter under the authority granted to the county by Article XI, Section 7 of the California Constitution, Health and Safety Code Section 11362.83, Government Code Section 25845, Sections 19315 and 19316 of the Medical Marijuana Regulation and Safety Act (AB 266) the Adult Use of Marijuana Act (Proposition 64), California Food and Agriculture Code Sections 81000 et. seq. and the Federal Agricultural Improvement Act of 2018. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-2 Findings and purpose.

The Colusa County board of supervisors finds and declares the following:

(a) The purpose and intent of this chapter is to regulate cannabis cultivation in a manner consistent with state and federal law; promote the health, safety and general welfare of the residents in the unincorporated territory of Colusa County; and prevent potential adverse impacts from cannabis cultivation.

(b) In 1996 California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified as California Health and Safety Code Section 11362.5. The CUA is limited in scope. It only provides a limited immunity and defense from criminal prosecution for certain crimes related to the possession and cultivation of cannabis by qualified patients and their primary caregivers. The CUA does not supersede legislation prohibiting

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

persons from engaging in conduct that endangers or affects others. Additionally, the CUA does not create an affirmative right to possess or cultivate cannabis.

(c) In 2004 the Legislature enacted Senate Bill 420, the Medical Marijuana Program (MMP), codified as California Health and Safety Code Section 11362.7 et seq. The MMP was meant to clarify the scope of the CUA and provide qualifying patients and primary caregivers, who collectively or cooperatively cultivate cannabis for medical purposes, a limited defense to certain state criminal statutes. The MMP does not create an affirmative right to possess or cultivate cannabis.

(d) On October 9, 2015, the Governor signed into law AB 266, the Medical Marijuana Regulation and Safety Act (MMRSA). Generally, the MMRSA provides for the licensure and regulation of medical cannabis. It also establishes the Bureau of Medical Marijuana Regulation. The MMRSA does not create an affirmative right to possess or cultivate cannabis.

(e) Effective November 9, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA legalizes specified personal use and cultivation of cannabis for adults twenty-one years of age or older under state law. AUMA authorizes the county to enact and enforce reasonable regulations regarding the possession and cultivation of cannabis within the county.

(f) Neither the CUA, MMP, MMRSA, or AUMA gives anyone the right to cultivate cannabis anywhere they choose or free of local regulation. Health and Safety Code Section 11362.5(b)(2) specifically provides that the CUA does not supersede any legislation intended to prohibit conduct that endangers others. Further, Health and Safety Code Section 11362.83 expressly allows counties to adopt and enforce ordinances that are consistent with the MMP. Additionally, Section 19315 of the MMRSA specifically provides that the MMRSA shall not be interpreted to supersede or limit local ordinances. Similarly, Section 19316 of the MMRSA affirms the right of the county to adopt ordinances regulating cannabis cultivation. Health and Safety Code Section 11362.2 also provides that the county may enact and enforce reasonable regulations regarding the possession or cultivation of cannabis.

(g) Regardless of state law, the possession and cultivation of cannabis, whether used for medical purposes or not, is unlawful under the Federal Controlled Substances Act (21 U.S.C. 801 et seq.). Cannabis is classified as a Schedule I drug. As a Schedule I drug, cannabis is deemed under the law to have a high potential for abuse, no currently accepted medical use, and it has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute, or dispense cannabis. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of cannabis for medical or any other purpose.

(h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation of cannabis in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

activity such as loitering or crime. Nothing in the Guidelines or any other provision of law mandates local governments, such as Colusa County, to allow, sanction or permit the establishment or operation of facilities cultivating or dispensing cannabis within their jurisdiction whether for medical or any other purpose.

(i) The unregulated cultivation of cannabis in the unincorporated area of Colusa County can adversely affect the health, safety, and well-being of its residents. The regulation of cannabis cultivation in Colusa County is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and to preserve the use of limited water resources.

(j) The cultivation of cannabis increases the risk of trespassing, burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes at locations where it is cultivated. Similarly, locations where cultivation is taking place are also more prone to be attractive nuisances and interfere with the quiet enjoyment by other property owners in the area, due to offensive odors and increased growing activities at various times of the year.

(k) Cultivation of cannabis is often associated with violations of local, state and federal environmental laws and pesticide regulations. These violations threaten harm to local waterways, groundwater quality, and endanger the public health and safety.

(l) Indoor cannabis cultivation presents potential health and safety risks to those living within a structure where cannabis is grown, especially children. These risks include, but are not limited to, potential property crimes, increased risk of fires from grow light systems, and exposure to fertilizers, pesticides, and anti-fungus agents.

(m) The United States Bureau of Reclamation, which controls a significant portion of the water used by the residents of Colusa County, prohibits the use of any federally controlled water for the cultivation of cannabis crops.

(n) Water for cannabis cultivation may be illegally diverted from local creeks, streams, and rivers. These diversions unreasonably deprive downstream users of beneficial water sources. Such diversions may also impact water supplies, harm ecosystems, and negatively affect threatened or endangered species.

(o) There are no fertilizers or pesticides approved for use in cannabis cultivation. The unapproved use of such fertilizers and pesticides may unreasonably increase the concentration of such chemicals in storm water runoff, impacting local creeks, streams and rivers.

(p) The limited immunity from certain state cannabis laws does not confer the right to create or maintain a public nuisance. Similarly, a limited immunity does not abrogate the right and duty of the county to regulate cannabis cultivation in the unincorporated portions of the county. Through the adoption of this chapter, the county aims to prevent the adverse effects caused by the unregulated cultivation of cannabis in the county.

(q) In December 2018 the Federal Agricultural Improvement Act of 2018 ("Act") otherwise known as the "2018

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

Farm Bill" was signed into law. The Act removes cannabis having a THC content of three-tenths of one percent or less otherwise referred to as "hemp" from the list of prohibited Schedule I drugs under the Federal Controlled Substances Act.

(r) The Act allows the legal cultivation of hemp subject to an approved state regulatory scheme and local control. To that end, the state of California enacted California Industrial Hemp Law as codified under Section 81000 et seq. of the California Food and Agriculture Code. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-3 Definitions.

(a) "Accessory structure" means a structure legally permitted under the Colusa County Code that is located on a parcel of property that includes a legally established and inhabited residence. Any accessory structure used for cannabis cultivation under this chapter must have properly permitted power and water sources, must be secured against unauthorized entry and be accessible only through one or more lockable doors, must be constructed of solid opaque, nontranslucent materials that cannot easily be broken through (such as two-inch by four-inch or thicker studs overlain with three-eighths-inch or thicker plywood or equivalent materials), and must have a complete roof enclosure. Plastic sheeting, regardless of gauge, or similar products do not satisfy this solid material requirement and greenhouses are not permitted under this definition of an accessory structure.

(b) "Cannabis" means all parts of the plant genus Cannabis, including its different species or strains, excluding industrial hemp as defined in this chapter, whether growing or not, the resin, or any substance extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, resin, or any substance extracted from the plant and shall include but is not limited to marijuana as defined in California Health and Safety Code Section 11018.

(c) "Cannabis cultivation" means the planting, growing, harvesting, drying, processing, trimming, or storage of cannabis, in any amount, at any location, in any structure or vehicle, whether indoor or outdoor.

(d) "County" means the county of Colusa, or the unincorporated area of the county of Colusa as required by the context.

(e) "Enforcing officer" means the sheriff, the agricultural commissioner, or the community development director, and their respective designees.

(f) "Industrial hemp" means a plant that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of one percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seed or resin.

(g) "Industrial hemp cultivation" means the tilling, growing, raising, harvesting, and other cultivation practices of

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

industrial hemp, including cultivation of industrial hemp by a seed breeder or an established agricultural research institution.

(h) “Industrial hemp processing” means the storage, including the storage in a vehicle, trailer, or other container waiting transport, refinement, treatment, removal of flowers, or conversion of industrial hemp where a physical, chemical or similar change of the industrial hemp plant occurs. Examples of hemp processing include but are not limited to cooling, freezing, dehydrating, extracting oil, separating the plant into its component parts, or the sorting, cleaning, packing, and storing of products preparatory to sale or shipment.

(i) “Residence” means a private parcel of land with a habitable and properly permitted structure, not a vehicle or trailer, that complies with all state and county residency requirements, and is occupied by a full-time permanent resident age twenty-one or older. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, § 1: Ord. No. 806, § 1 (Exh. A) (part).)

11-4 Application.

The provisions of this chapter shall apply to activities and property in the unincorporated territory of Colusa County. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-5 Sales, dispensaries and delivery.

The following activities are prohibited and deemed a public nuisance, unless otherwise specifically allowed under this chapter:

(a) The sale of cannabis in any amount;

(b) The operation or establishment of a dispensary or storefront type facility, business, or operation, to distribute or dispense cannabis; and

(c) The delivery of cannabis through a delivery service such as a mobile delivery service or other means. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-6 Personal use cannabis cultivation.

Personal use cannabis cultivation in the county is allowed only under the following conditions:

(a) Cultivation for personal use is limited to individuals age twenty-one or older. The individual must be a full-time permanent resident of the residence at which the cultivation takes place. Cultivation for any other purpose is prohibited except as provided for in section 11-7.

(b) Personal use cultivation is only allowed in a secured, permitted accessory structure, not an inhabited dwelling, located on the same legal parcel as the residence.

(c) Accessory structures must be legally permitted through the Colusa County planning and building department.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

"Legally permitted" means constructed pursuant to all required permits including but not limited to a building, electrical, and/or plumbing permit and building, electrical and/or plumbing permit final from the county building unit. Should the accessory structure not require a building permit because the total area of the structure as determined by the roofline is equal to or less than one hundred twenty square feet, all other required permits including but not limited to an electrical and/or plumbing permit and an electrical and/or plumbing permit final from the county building unit must still be obtained. An accessory structure for personal use cultivation must also meet other requirements including but not limited to odor control filtration, ventilation systems, a water source and other utility and support systems that the county deems in its sole discretion to be required pursuant to state and county codes.

(d) Accessory structures used for personal use cultivation must be permitted and inspected prior to any cultivation.

(e) The accessory structure cannot be located in any front yard setback area and cannot be located between the residence on the parcel and the front yard property line, and must be set back from the side and rear property line at least ten feet.

(f) The accessory structure must be locked and secured to the extent necessary to prevent unauthorized access or access to anyone under the age of twenty-one.

(g) Personal use plants or products must not be visible from the street or neighboring properties.

(h) Personal use cultivation and possession is limited to no more than six plants per residence, no matter the number of occupants at a residence.

(i) Personal use in excess of twenty-eight and one-half grams must be kept in an accessory structure. (Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, §§ 2 – 4: Ord. No. 806, § 1 (Exh. A) (part).)

11-7 Commercial cannabis operations.

In addition to limited personal use cannabis cultivation allowed under section 11-6 and industrial hemp operations allowed under section 11-8, and subject to the requirements of this chapter and the issuance by the county of a commercial cannabis cultivation license, the following commercial cannabis operations, including industrial hemp operations, are allowed in certain areas of the county:

(a) Industrial hemp cultivation, nurseries, and processing.

(b) State licensed commercial cannabis operations holding one or more of the following state license classifications under California Business and Professions Code Section 26050(a):

(1) Type1A – Cultivation; Specialty indoor; Small.

(2) Type 2A – Cultivation; Indoor; Small.

(3) Type 3A – Cultivation; Indoor; Medium.

(4) Type 4 – Cultivation; Nursery.

(5) Type 5A – Cultivation; Indoor; Large.

(6) Type 6 – Manufacturer 1.

(7) Type 7 – Manufacturer 2.

(8) Type 8 – Testing.

(9) Type 11 – Distributor.

(10) Type 12 – Microbusiness. (Ord. No. 797, § 5 (part); Ord. No. 799, § 1: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.)

11-7.1 Limited areas for commercial cannabis operations.

Commercial cannabis operations may only be operated in the following areas within the county:

(a) Industrial hemp cultivation, nurseries, and processing may be conducted at the same locations and under the same requirements allowed for state licensed commercial cannabis operations.

(b) State licensed commercial cannabis operations, other than industrial hemp cultivation, may only be conducted in an M-2 heavy industrial zoning district, with an existing Regional Water Quality Control Board approved wastewater permit, within the sphere of influence of the city of Colusa for which a city annexation application has been filed with the Colusa local agency formation commission and only on parcels which as of January 7, 2019, have the following county assessor parcel numbers:

017-030-054

017-030-055

017-030-078

017-030-082 through 017-034-084

017-030-094 through 017-034-096

017-130-005 through 017-130-008

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

017-130-011 through 017-130-012

017-130-025

017-130-028

017-130-029

017-130-031

017-130-035

017-130-037 through 017-130-040

017-130-043

017-130-068

017-130-075

017-130-084

017-130-085

017-140-001 through 017-140-011

(c) Commercial cannabis operations are not allowed in any area less than six hundred feet from an existing school, church or park, or residence.

(d) Commercial cannabis operations involving the distribution of cannabis are not allowed to distribute or deliver cannabis, any cannabis product, or any product derived from cannabis to any location in the unincorporated portion of the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.1.)

11-7.2 County commercial cannabis license.

(a) All commercial cannabis operations in the county are prohibited unless operating under a county commercial cannabis license issued by the county community development director or his designee.

(b) A county commercial cannabis license may only be issued after the community development director has found the following requirements have been met:

(1) Submittal of a complete license application to the community development department on a form provided by the department. License applications shall include the following:

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(A) A site plan, floor plans, and a general description of the nature, square-footage, and type of proposed cannabis operation.

(B) An odor management plan. The plan must detail how the contemplated use will be properly ventilated and exhaust air filtered to neutralize the odor from cannabis so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property.

(C) A security plan describing physical and operational security measures sufficient to deter theft, eliminate diversion, mitigate other potential crime, and appropriately secure cannabis and cannabis derived products. The plan shall provide for a video surveillance system that effectively and clearly records images of the area under surveillance at all times. It will also provide for permanently mounted electronic surveillance cameras in fixed locations placed in such a manner to record activity occurring within twenty feet of all points of entry and exit, areas where cannabis goods are weighed, packed, stored, loaded and unloaded for transportation, prepared or moved in the facility, security rooms, and areas storing the surveillance-system storage device. Camera resolution shall be sufficient to allow for the identification of any person and activities in all areas under surveillance. Furthermore, the surveillance system and plan shall provide for the retention of recorded video images for at least ninety days. The security plan shall be subject to review and approval by the county sheriff in addition to the community development director.

(D) A safety plan including a hazardous materials business plan to the extent required by the county certified unified program agency.

(E) A waste management plan.

(F) Documentation, including copies of title documents, leases, or similar agreements, showing that the person or entity seeking the license owns the real property where the commercial cannabis operation will take place or has permission from the real property owner to engage in a commercial cannabis operation at the proposed site.

(G) Any additional information the community development director in his sole discretion deems necessary to evaluate the proposed commercial cannabis operation.

(2) Payment of a minimum five thousand dollar deposit, or higher, as determined by the community development director depending on the scope of the proposed commercial cannabis operations. The deposit shall be used to reimburse the county's cost for applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a monthly basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account.

(3) Satisfaction of any mitigation measures identified by the community development director to address potential impacts the commercial cannabis operations may have on the community.

(4) Compliance with all County Code requirements, including applicable zoning provisions, any other permitting requirements or authorizations required by law including any permits or authorizations required by the Colusa County air pollution control district, and state law and regulations including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent regulations. Notwithstanding this provision the community development director may issue a temporary or conditional commercial cannabis operations license prior to an applicant obtaining a final state license. (Ord. No. 797 § 5, (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.)

11-7.3 County commercial cannabis operations license conditions.

A commercial cannabis operations license will include the following requirements and conditions in addition to any additional requirements the community development director determines in his discretion to be necessary to protect the health, safety, and welfare of the community:

(a) Licensee will comply with all statutes, regulations, and rules governing the disposal of solid and hazardous wastes, including but not limited to those in Public Resource Code Section 40000 et seq.

(b) Licensee shall comply with all state and local laws and regulations.

(c) Licensee shall permit inspections of licensee's facilities and commercial cannabis activities, on quarterly basis or more frequently as may be needed, by the community development director or his designee following twenty-four hours' notice to licensee. Licensee shall make available for review retained video surveillance recordings at the time of inspection or upon demand by the community development director. Inspections will be used to verify compliance with this chapter and license requirements and conditions. Inspection costs, including county staff time, shall be funded by licensee. Licensee will maintain an account with the community development department of at least five thousand dollars to satisfy any county inspection costs as they are incurred for the duration of the license. The county shall provide an itemized accounting for all costs charged against the deposit on a quarterly basis or more frequently dependent upon the inspection schedule. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.1.)

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(a) Subject to the right of the community development director to revoke a county commercial cannabis operations license as provided for in this section, the license will have a maximum term of two years.

(b) The community development director may revoke a county commercial cannabis operations license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful cannabis cultivation.

(c) The community development director may renew a license for subsequent one-year terms or less, if the licensee is not in violation of its license terms or this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.2.)

11-7.5 Violations are a public nuisance.

Commercial cannabis operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of a county commercial cannabis license constitute a public nuisance subject to abatement as provided for in this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.3.)

11-7.6 No property right or entitlement to commercial cannabis operations.

Issuance of a commercial cannabis operations license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.4.)

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2021, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

11-8 Industrial hemp operations.

In addition to limited personal use cannabis cultivation under section 11-6 and commercial cannabis and industrial hemp operations under section 11-7, industrial hemp operations are allowed in specific limited areas of the county, under certain conditions as provided for in this section. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(F-A) and exclusive agriculture (E-A) that are a minimum of one and one-half miles away from the following boundaries:

(1) The city of Colusa;

(2) The city of Williams excluding that area within the city south of Abel Road and south of a direct line extending from the western terminus of Abel Road westerly from Abel Road's southern right-of-way line to this line's projected intersection with 7th Street;

(3) Property that is zoned residential single-family (R-1) within the communities of Arbuckle, College City, Grimes, Maxwell, and Princeton as shown on the county's zoning area maps; and

(4) Property that is zoned rural residential (RR) within the community of Stonyford-Lodoga as shown on the county's zoning area map.

(b) Industrial hemp processing shall only be allowed in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code, to the extent the processing does not meet the industrial hemp cultivation community separation and/or residential setback requirements of this section an odor management plan that details how any resulting odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property shall be developed. The odor management plan must be submitted and approved by the community development director before any industrial hemp processing can occur.

(c) Industrial hemp nurseries shall only be allowed in the same locations and under the same conditions as other nursery uses in the Zoning Code subject to the following conditions and exceptions:

(1) Nursery plants shall not exceed the greater of thirty inches in height or three months old and in no case shall be allowed to flower on site.

(2) Nursery plants, including plants that are grown for research and plant development by an established agricultural research institution, that would exceed the height, age, and flower status shall be grown pursuant to the industrial hemp cultivation license requirements, including the community separation and residential setback requirements.

(3) A nursery that is producing genetic clones that would meet the height and age requirements of this section with the exception of the mother plants may be allowed subject to the approval by the planning director of an odor management plan that details how the odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property prior to the earlier of a building permit issuance or the use commencing.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(4) The agricultural commissioner has determined that the requirements of section 11-8.2(b)(2) have been met to his/her satisfaction and that the state mandated nursery license requirements for industrial hemp have been met.

(d) Notwithstanding the one-and-one-half-mile community setback requirement detailed in this section, there shall also be a residential setback from an existing off-site residence owned and/or occupied by an inhabitant that is not associated with the cultivation operation as follows:

(1) Five-hundred-foot setback for less than ten acres of cultivated area;

(2) Seven-hundred-fifty-foot setback for ten acres to less than twenty acres of cultivated area; and

(3) One-thousand-foot setback for twenty acres or more of cultivated area. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.2 Industrial hemp cultivation license.

(a) Industrial hemp cultivation operations, including an established agricultural research institution as defined by Section 81000 of the California Food and Agricultural Code, in the county are prohibited unless operating under a county industrial hemp cultivation license issued by the Colusa County community development director or his/her designee.

(b) An industrial hemp license may only be issued after the community development director has found that the following requirements have been met:

(1) The community development department has determined that:

(A) The proposed location of the industrial hemp operation meets the location and separation requirements of this section;

(B) The licensee is either the owner in fee of the land upon which the industrial hemp operations would occur or that a written authorization form approved by the community development director from the owner has been submitted;

(C) A security plan has been submitted and approved by the county sheriff detailing how security will be provided to prevent theft once the crop has begun to flower. The security plan shall detail the signage which identifies that the crop is industrial hemp and other security measures that will be used which may include night-time private security patrols.

(D) The license applicant has made a two thousand five hundred dollar deposit to the community development department to reimburse the county's cost for the applicable staff time and cost to process the industrial hemp license and any sheriff department costs to respond to calls for service.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Upon expiration of the license, all remaining funds shall be returned to the applicant.

(2) The Colusa County agricultural commissioner has determined that:

(A) A complete California Department of Food and Agriculture industrial hemp registration application form, or other registration form approved by the Colusa County agricultural commissioner, has been submitted and is ready for approval;

(B) A complete California Department of Food and Agriculture destruction plan form, or other destruction plan form approved by the Colusa County agricultural commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(d) et seq. has been submitted and is ready for approval;

(C) The state registration fee amount has been submitted to the Colusa County department of agriculture; and

(D) A minimum two thousand five hundred dollar deposit, or higher as determined by the agricultural commissioner depending on the scope of the proposed industrial hemp operations, has been paid to the Colusa County department of agriculture. The deposit shall be used to reimburse the county for all unreimbursed costs for all applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.3 Industrial hemp conditions.

All industrial hemp operations shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

(a) The operator shall comply with all State law and regulatory requirements including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent industrial hemp regulations.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(b) The operator shall comply with all County Code provisions, zoning requirements, and any other permitting requirements detailed in this chapter.

(c) The operator shall permit inspections of licensee's facilities and industrial hemp operations, on an as-needed basis, by the community development or agriculture departments. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.4 Industrial hemp license term, revocation, and renewal.

(a) Subject to the right of the community development director to revoke a county industrial hemp license as provided for in this section, the license will have a maximum term of one year.

(b) The community development director may revoke a county industrial hemp license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful industrial hemp operation. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.5 Violations are a public nuisance.

Industrial hemp operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of an industrial hemp license, constitute a public nuisance subject to abatement as provided for in this chapter or chapter 42. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.6 No property right or entitlement for industrial hemp.

Issuance of an industrial hemp license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.7 Limitation on the number of industrial hemp licenses.

A maximum of twenty industrial hemp licenses or licenses totaling no more than three thousand acres shall be issued in any calendar year. The community development director and agricultural commissioner shall develop the application submittal process to ensure that the number of applicants and the proposed cultivated acreage for any calendar year is not exceeded. Should there be more than twenty applications and/or more than three thousand acres proposed to be cultivated in any calendar year, the community development director and the agricultural commissioner shall develop the applicant selection process and the manner in which the acreage will be distributed among the applicants. (Ord. No. 806, § 1 (Exh. A) (part).)

11-9 Public nuisance.

(a) Any activity involving cannabis or industrial hemp in Colusa County must comply with the requirements in this chapter and state law or it is deemed a public nuisance.

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

(b) Any person owning, leasing, occupying, or having charge or possession of any real property within the county who causes, allows, or permits such property to be used for any activity involving cannabis or industrial hemp in violation of this chapter or state law is deemed to be maintaining a public nuisance. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part). Formerly 11-6: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-7.)

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

(a) Whenever the enforcing officer determines that there exists a violation of this chapter, the enforcing officer is authorized to provide the person(s) who the enforcing officer believes is violating this chapter, including the property owner(s) and occupants of real property where a violation is occurring, with a notice to abate unlawful cannabis or industrial hemp activities.

(b) Notwithstanding any other provision of this chapter or the Colusa County Code, the enforcing officer and the county are not precluded from taking any other enforcement action, without notice, consistent with and in response to violations of state law. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-8.)

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

A notice to abate unlawful cannabis or industrial hemp activities shall be in writing and include the following:

(a) The name of the property owner(s), as well as any known tenant, lessee, or occupant of the property;

(b) The address or location of the violation;

(c) A general description of the violation;

(d) A statement that the unlawful activity must be abated within five calendar days after the date that the notice is served;

(e) The date of service;

(f) A statement that the violation determination may, within five calendar days after the date the notice was served, be appealed by providing the clerk of the board of supervisors with a request in writing for a hearing to appeal the determination of the enforcing officer;

(g) A statement that unless an appeal hearing is requested within the time prescribed in the notice, the enforcing officer will abate the nuisance at the expense of those determined by the enforcing officer to have violated this chapter. It shall also state that the abatement costs, including administration costs, may be made a special assessment added to the county assessment roll and become a lien on the real property where the violation has occurred, on the real property owned by those persons violating this chapter, or be placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

11-9.)

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

The notice to abate may be served in the following ways or in combination:

(a) By certified mail to the property address and to any additional address on file with the county assessor's office.

(b) By posting the notice on the property where the violation is occurring in a visible location, so long as the notice is also served by certified mail to the legal owner of the property as determined by the records of the county assessor. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-10.)

11-13 Appeal hearing.

(a) Any person served with a notice may appeal the determination of the enforcing officer.

(b) An appeal under this section may be commenced by filing a written request for hearing with the clerk of the board of supervisors within five calendar days after the date the notice of violation was served. The five-day limitation is jurisdictional and may not be waived. The request shall include a statement of facts supporting the appeal.

(c) Upon timely receipt of a written request for hearing, the clerk shall set a hearing not less than five calendar days nor more than twenty calendar days from the date the request was filed. Notice of the hearing shall be served via certified mail by the clerk and posted on the property by the enforcing officer.

(d) Hearings will be conducted by a hearing officer designated by the board of supervisors and need not be conducted according to the strict technical rules of evidence concerning witnesses and hearsay, although the hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(e) The hearing officer may continue the appeal hearing upon a showing of good cause by the requesting party. Only one continuance may be granted.

(f) The hearing officer shall consider the matter de novo and may affirm, reverse or modify the determination made by the enforcement officer. The decision of the hearing officer shall be final and conclusive.

(g) The decision of the hearing officer shall be served by certified mail on all interested parties within seven calendar days of the hearing.

(h) The decision of the hearing officer shall be served by certified mail to the property address, any additional address of the property owner listed with the county assessor's office, counsel of record for any party, the

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

sheriff, and the county counsel's office. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-11.)

11-14 Administrative penalties.

In addition to any other remedies provided by the County Code or state law, the following civil penalties are imposed for each violation under this chapter: five hundred dollars per day from the date of the notice to abate the unlawful cannabis or industrial hemp cultivation is posted on the property, and continuing for each day that violation continues to exist. The property owner and any lessee, tenant, or occupant will be jointly and severally liable for any violations under this chapter. (Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-12.)

11-15 Costs.

In any action brought to enforce this chapter, whether by administrative proceedings, judicial proceedings or summary abatement, each person who violates this chapter shall be liable to the county for all costs incurred by the county, including but not limited to administrative costs, enforcement costs, investigation costs, costs of abatement, costs to compel abatement, costs for appeal, and any collection costs. These costs shall include reasonable attorneys' fees to the prevailing party in those actions or proceedings in which the county elects, at the initiation of the action or proceeding, to seek recovery of its attorneys' fees. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-13.)

11-16 Special assessments and liens.

The board of supervisors may order that costs incurred by the county as provided for in section 11-15 be placed upon the county tax roll by the county auditor as a special assessment against any respective real property, or placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-14.)

11-17 Summary abatement.

Notwithstanding any other provision in this chapter, when any unlawful cannabis or industrial hemp cultivation is an immediate threat to the public health or safety, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance without notice. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-15.)

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

PIONEER REVIEW: Please publish on
Wednesday, January 20, 2021.
POSTED: At the Colusa Courthouse on January 12, 2021.

COUNTY OF COLUSA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on **February 2, 2021** at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

An ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration provision of commercial cannabis regulations by one year to February 22, 2022.

The Board of Supervisors will consider exemptions from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

Documentation and information regarding the project may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. Additional documentation is available for review in the Office of the Clerk of the Board in accordance with Agenda Scheduling Deadlines. All persons are invited to attend the hearing and be heard.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: January 12, 2021

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

Attachment: Public Hearing Notice (6325 : Commercial Cannabis Ordinance Expiration Extension)

PIONEER REVIEW: Please publish on
Wednesday, January 20, 2021.
POSTED: At the Colusa Courthouse on January 12, 2021.

COUNTY OF COLUSA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on **February 2, 2021** at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

An ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration provision of commercial cannabis regulations by one year to February 22, 2022.

The Board of Supervisors will consider exemptions from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

Documentation and information regarding the project may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. Additional documentation is available for review in the Office of the Clerk of the Board in accordance with Agenda Scheduling Deadlines. All persons are invited to attend the hearing and be heard.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: January 12, 2021

By: Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: Public Hearing Notice (6325 : Commercial Cannabis Ordinance Expiration Extension)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will conduct a Public Hearing on **February 2, 2021** at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

An ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration provision of commercial cannabis regulations by one year to February 22, 2022.

The Board of Supervisors will consider exemptions from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

Documentation and information regarding the project may be obtained at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508. Additional documentation is available for review in the Office of the Clerk of the Board in accordance with Agenda Scheduling Deadlines. All persons are invited to attend the hearing and be heard.

If you challenge the proposed project or environmental determination in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

Dated: January 12, 2021

/s/ Patricia Rodriguez, Deputy Clerk

01/20/2021 - WPR #2021-0044

Attachment: Affadavit of Publication (6325 : Commercial Cannabis Ordinance Expiration Extension)