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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
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COLUSA COUNTY
Board of Supervisors

Agenda

January 19, 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

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

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the January 5, 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 (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.

6. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS
Approve Contract with **Caporusso Communications** to support COVID-19 and other communications.

7. PURCHASING AND PROCUREMENT/PUBLIC HEALTH
Ratify 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 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)**

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

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

END OF CONSENT AGENDA

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.

V. AUDITOR

1. Approve Special Claims.

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.

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.

VIII. BOARD OF SUPERVISORS

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

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

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.

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

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:	**January 19, 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:	**January 19, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the January 5, 2021 Board of Supervisors meeting minutes**

Approve the January 5, 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:

- 01-05-21 Minutes (PDF)

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



County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
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Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

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

Minutes

January 5, 2021

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 5th day of January 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, Gary J. Evans, J. Merced Corona, and Denise J. Carter.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department.
Angela Gross, Kaline Moore, CAO's Office.
Greg Plucker, Community Development Department.
Stacey Costello, Colusa County Librarian.
Anastacia Allen, Don Kitamura, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.

Present via Teleconference: Ben King, Colusa citizens.
Margaret Sharkey, Vallejo citizen.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King expresses concerns regarding the quality of drinking water in Colusa County.

ANNOUNCEMENT OF DECEMBER 21, 2020 CLOSED SESSION

1. PUBLIC EMPLOYMENT
California Government Code 54957(b) (1). Interviews for potential appointment of: Agricultural Commissioner/Sealer of Weights and

Measurer's/ Director of Air Quality Standards/Director of Migrant Housing Program. Counsel states there is no reportable action.

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly and Ms. Tyler.

II. STAFF REPORTS

Mr. Plucker states that in mid-December the recordation of AB 1265 roll was completed and the item will be before the Board in August 2021 for review.

Ms. Tyler states she received a letter from former Supervisor Loudon expressing interest in continuing to serve on the Regional Housing Authority Board. She states the by-laws indicate that the appointed representative does not have to be an elected official. Direction given to staff to have the item agendized for the January 19, 2021 meeting for further discussion.

CONSENT AGENDA

Chair Carter makes time for the approval of Consent Agenda Item No.'s 1 through 16.

Mr. Prentice requests Item No. 14 be pulled and considered separately.

Ms. Tyler requests Item No. 16 be pulled and considered separately.

Chair Carter so directs.

Approve Consent Agenda Items No.'s 1through 13, and 15.

1. TREASURER

Accept October 2020 Treasury Monthly Investment Report as presented.

2. AG COMMISSIONER

Approve contract **C21-001** Standard Agreement (Number 20-0151) with the **California Department of Food and Agriculture** for Exotic Pest Detection, effective July 1, 2020.

3. AG COMMISSIONER

Approve contract **C21-002** Standard Agreement (No. 20-0709-016-SF) with the **California Department of Food and Agriculture** for Asian Citrus Psyllid Winter Detection Trapping, effective October 1, 2020.

4. BEHAVIORAL HEALTH

Approve contract **C21-003** a Business Associate Agreement with **Gary Bess Associates, Inc.**

5. BEHAVIORAL HEALTH

Ratify Agency Agreement **C21-004** with **Tulare County Superintendent of Schools** for Friday Night Live Partnership funding signed by the Director of Behavioral Health.

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

6. APPOINTMENT/PRINCETON CEMETERY DISTRICT
Reappoint Tina Gordon to the Princeton Cemetery District effective January 10, 2021 through January 9, 2025. (Applications received: Tina Gordon)

7. APPOINTMENT/GROUNDWATER COMMISSION
Reappoint Matt LaGrande (Dist. 3) to the Colusa County Groundwater Commission effective January 1, 2021 through December 31, 2024. **(Applications received: Matt LaGrande)**

8. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS
Approve contract **C21-005** Fourth Modification to Contract PC15-052 with **Hurst+Brooks+Espinosa, LLC** to provide consulting and advocacy services, effective November 23, 2020.

9. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS
Approve contract **C21-006** Third Modification to Agreement C16-060 with **Sites Project Authority** to occupy County owned property located at 122 Highway 99 in Maxwell, CA, retroactive to June 30, 2018.

10. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve purchase of Dell PowerEdge R6515 Server for the Department of Public Works from SHI International Corp. utilizing the CMAS Contract #3-19-70-2905D and authorize the Purchasing Agent to sign the purchase order.

11. PURCHASING AND PROCUREMENT/COMMUNITY DEVELOPMENT
Approve contract **C21-007** First Modification to Contract C20-025 with **Economic & Planning Systems, Inc.** for Development Impact Fee Program update and Nexus Study, effective November 1, 2020.

12. PURCHASING AND PROCUREMENT/IT
Ratify Agreement **C21-008** with **Verizon Wireless** utilizing State of California CALNET Contract #C4-CVD-19-001-03 for Cellular Voice and Data Services.

13. COUNTY ADMINISTRATIVE OFFICE/PERSONNEL
Approve contract **C21-009** First Modification to contract C19-153 with **Patrick Clark Consulting**, for labor negotiations with all bargaining groups, effective January 8, 2021.

15. PURCHASING AND PROCUREMENT/SHERIFF
Ratify emergency purchase of an unbudgeted Quantum 6.25 TB Tape Drive from CDW-G utilizing CMAS Synnex pricing for the Sheriff's Office.

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

Chair Carter makes time for Consent Item No. 14.

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

HUMAN RESOURCES/PERSONNEL

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

Comments received by Mr. Prentice and Ms. Tyler.

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

Chair Carter makes time for Consent Item No. 16.

PURCHASING AND PROCUREMENT

16. Adopt Amended Resolution No. 20-~~058~~052 Declaring certain vehicles as surplus by replacing Exhibit A with an updated Exhibit A striking through Fixed Asset No. 090117, 2017 Dodge 2500.

Comments received by Ms. Tyler.

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

IV. HUMAN RESOURCES

1. Adopt **Resolution 21-001** approving and adopting a retiree-only Health Reimbursement Arrangement Plan and authorize the County Administrative Officer to sign the Plan.

Comments received by Mr. Prentice.

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

2. Amend Policy No. 310 - Employee Selection Procedures, effective January 1, 2021 as corrected.

Comments received by Mr. Prentice.

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

3. Approve the following actions effective January 1, 2021:

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

A. An hourly rate increase from $13.00 per hour to $14.00 per hour for the positions of Extra Help and Extra Help Agricultural Aide

B. Approve a step increase for five Extra Help Library Assistant I positions from MSC05, step 1, $2,156 per month ($13.27 per hour) to MSC05, step 3, $2,378 per month ($14.63 per hour); and a step increase for one Extra Help Library Assistant I position from MSC05, step 2, $2,264 per month ($13.93 per hour) to MSC05, step 3, $2,378 per month ($14.63 per hour)

C. Authorize the Human Resources Director to approve increased step appointments for permanent positions in order to meet the $14.00 per hour State minimum wage without Board approval for calendar year 2021.

Comments received by Mr. Prentice.

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

4. Approve a Step 6 appointment for Jolene Church, Director of Human Resources, PFT, UDH Range 35, Step 6, $10,347 per month, effective February 1, 2021. **(4/5th vote required)**

Comments by received by Mr. Prentice and Ms. Tyler.

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

Chair Carter declares a recess at 9:51 a.m. and states they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

Present:
Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department.
Angela Gross, Kaline Moore, CAO's Office.
Greg Plucker, Community Development Department.
Stacey Costello, Colusa County Librarian.
Anastacia Allen, Don Kitamura, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

Present via Teleconference: Ben King, Colusa citizens.
Margaret Sharkey, Vallejo citizen.

V. AG COMMISSION/AIR POLLUTION CONTROL

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

Adopt **Resolution 21-002** approving contract **C21-010** a grant agreement (No. G20-OGG-03) with **California Agency Air Resources Board,** effective January 1, 2021 and authorize the Assistant Air Pollution Control Officer to sign.

Comments received by Mr. Kitamura.

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

Chair Carter adjourns the Colusa County Air Pollution Control District at 9:56 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department.
Angela Gross, Kaline Moore, CAO's Office.
Greg Plucker, Community Development Department.
Stacey Costello, Colusa County Librarian.
Anastacia Allen, Don Kitamura, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.

Present via Teleconference: Ben King, Colusa citizens.
Margaret Sharkey, Vallejo citizen.

VI. AUDITOR

1. Approve Special Claims as follows:

Claim #	Fund/Department	Vendor	Amount
640223	INFORMATION TECH	ATEL COMMUNICATIONS, INC	$24,844.27

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

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

VII. COMMUNITY DEVELOPMENT/PLANNING & BUILDING

1. Report on Industrial Hemp Operations in Colusa County in 2020 and potential direction to staff on desired amendments to the Industrial Hemp Ordinance for the 2021 growing season.

Comments received by Mr. Plucker, Ms. Sharkey, and Ms. Allen.

Direction given to move forward with staff's recommendation and to keep the current Hemp Ad-Hoc Committee in place.

2. Report on the current commercial cannabis February 22, 2021 expiration date in the County Code and potential direction to staff on extending the expiration date.

Comments received by Mr. Plucker, Mr. Kropf, and Mr. Hulbert.

Direction given to staff to return with the Ordinance for extending the expiration date for one year.

Chair Carter declares a recess at 10:27 a.m. and reconvenes at 10:40 a.m. with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department.
Angela Gross, Kaline Moore, CAO's Office.
Greg Plucker, Community Development Department.
Stacey Costello, Colusa County Librarian.
Anastacia Allen, Don Kitamura, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.

Present via Teleconference: Ben King, Colusa citizens.
Margaret Sharkey, Vallejo citizen.

VIII. COUNTY COUNSEL

1. Adopt **Ordinance No. 811** an Ordinance amending Article XII of Chapter 2 of the County Code regarding claims against the County.

Comments received by Mr. Kropf.

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

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

2. Adopt **Resolution 21-003** approving and authorizing the Chair to execute an amended Contract No. **C21-011** with the **United States Bureau of Reclamation** to provide for Project Water services and facilities repayment.

Comments received by Mr. Kropf and Mr. King.

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

IX. COUNTY ADMINISTRATIVE OFFICE

1. Discuss and provide direction to County Administrative Officer to sponsor legislation to abolish the Office of the County Road Commissioner and transfer its duties to the Director of Public Works in Colusa County.

Comments received by Ms. Tyler and Mr. Azevedo.

Direction given to staff to move forward with legislation abolishing the office of County Road Commissioner.

X. BOARD OF SUPERVISORS

1. Approve the December 15, 2020 Board of Supervisors Meeting Minutes.

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

2. Approve the December 21, 2020 Board of Supervisors Meeting Minutes.

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

3. Designate Supervisor Carter as the 2021 Delegate and Supervisor Evans the Alternate to the Rural County Representatives of California (RCRC) Board of Directors.

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

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

4. Designate Supervisor Carter as the 2021 Delegate and Supervisors Evans as the Alternate to the Golden State Finance Authority GSFA Board of Directors.

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

5. Appoint Supervisor Carter as the 2021 Delegate and Mr. Azevedo as the Alternate to Rural Counties Environmental Services Joint Powers Authority (ESJPA).

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

6. Appoint Supervisor Evans to the Government Representative seat on the Independent Solid Waste Hearing Panel, effective January 10, 2021 through January 9, 2025.

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

Chair Carter makes time for the nominations and election of the 2021 Board of Supervisors, Chair.

The Clerk calls for nominations of Chair.

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

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

7. Elect Supervisor Evans as Chair for FY 2021.

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

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

Chair Carter makes time for the nominations and election of the 2021 Board of Supervisors, Vice-Chair.

The Clerk calls for nominations of Vice-Chair.

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

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

8. Elect Supervisor Corona as Vice-Chair for the FY 2021.

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

XI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Colusa County Transportation Committee and Transit Agency Meeting.
- Hemp Ad-Hoc meeting
- Regional Housing Authority meeting
- Williams City Council meeting
- Wreaths Across America ceremony
- Ag Commissioner interviews
- COVID Briefing
- Swearing In Ceremony

Supervisor Boes requests the North State Leaders conference Resolution regarding Health of Communities be agendized for the February 2, 2021 meeting.

Supervisor Boes states he received a call from Congressmen Gallagher regarding CSAC support of Newsom in the Gallagher v. Newsom lawsuit. As the Board's CSAC representative he was unaware of this action being taken and has learned it did not receive Executive Committee approval. Direction given to staff to draft a letter and agendize for the January 19, 2021 meeting.

Supervisor Evans

Meetings/functions attended:

- Sites
- Special Board Meeting

Supervisor Corona

Meetings/functions attended:

- Calls from constituents

Supervisor Smith

Meetings/functions attended:

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

Swearing In Ceremony

Supervisor Carter
Meetings/functions attended:
Ag Commissioner Interviews
RCRC Board Executive Committee meeting
Colusa Groundwater Authority Board meeting
CSAC Rural Caucus COVID Working Group
Swearing In Ceremony

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

Supervisor Evans presents Chair Carter with a plaque and thanks her for her many achievements during her tenure as Chair of the Board of Supervisors.

Chair Carter adjourned the meeting at 11:31 a.m. to reconvene in Regular Session on January 19, 2021 at the hour of 9:00 a.m.

_____
Denise J. Carter, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 01-05-21 Minutes (6312 : Approve the January 5, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointments to the 2021 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)

Detailed Description/Background of request

The Planning Commission is composed of five members. Each member shall represent an individual supervisorial district and be a resident of that district. Each member is nominated by the Supervisor representing that district and receives a majority of vote of the Board of Supervisors.

One application was received for **District 1,** Mr. McCullough has served on the Planning Commission since February 1, 2018.

One application was received for **District 2,** Mr. Morrell has served on the Planning Commission since March 24, 2015.

One application was received for **District 3,** Mr. Troughton, Jr. is a new applicant.

One application was received for **District 4,** Mr. Pendleton has served on the Planning Commission since July 30, 2019.

One application was received for **District 5,** Ms. Beduhn has served on the Planning Commission since February 5, 2008.

Terms are scheduled to expire on January 31, 2021 and those individuals listed have

submitted applications requesting to be appointed to the Planning Commission for calendar year 2021.

This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 30, 2020.

Prior Board Action

All incumbents were last appointed to the Planning Commission for 2020 on January 21, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to appointed Commissioners. Add the election of Chair and Vice-Chair to February meeting agenda.

ATTACHMENTS:

- 12-02-20 Planning Commission Application - McCullough (PDF)
- 12-03-20 Planning Commission Application - Troughton, Jr. (PDF)
- 12-02-20 Planning Commission Application - Pendleton (PDF)
- 01-06-21 Planning Commission Application - Morrell (PDF)
- 01-07-21 Planning Commission Application - Beduhn (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
DEC 02 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa County Planning Commission

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
David M McCullough	6676 Harrington Ave

CITY:	PHONE:	E-MAIL:
Arbuckle Ca	530 304 3100	dmccv11592@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:

Incumbent

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: 12-02-20 Planning Commission Application - McCullough (6260 : Appointments to the 2021 Planning Commission)

RECEIVED
DEC 03 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Thursday, December 03, 2020 2:16 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 County Planning Commission
NAME OF APPLICANT:	John J. Troughton Jr.
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	1345 E Street
Address2	Post Office Box 385
City	Williams
State	CA
Zip	95987
PHONE:	530-632-4475
E-MAIL:	jtroughton37@yahoo.com
SUPERVISORIAL DISTRICT:	3
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	Experience with involvements: * Lifelong Coulsa County Resident who graduated Williams High School in 1957. * Served as President in 1962 for the Williams Community Recreation Programs * Joined and served the Colusa

Attachment: 12-03-20 Planning Commission Application - Troughton, Jr. (6260 : Appointments to the 2021 Planning Commission)

County Sheriff Department in 1963, Elected Sheriff in 1974 and Re-Elected 1978
*1977, Founding President of the Colusa Redskins Athletic Foundation
*1981, Founding Board Member for the Brown and Gold Organization
* Served as City's Representative for the Williams Fire District Joint Power Authority
* Served on Williams Finance Committee for ten years.
* 2008, Elected and Served on Williams City Council till Dec 2020.
*A current member of Colusa County Fish and Game Commission

I would like to serve on the County Planning Commission as my time with the City of Williams has come to an end. I would benefit the Planning Commission as I succeed in studying and resolving issues, knowledge in the zoning and its requirements, as well regulation, county ordinances and necessities as such.

I have the time to commit and I am reliable. The community we we share is important to me and I make it a priority. I will hear out others opinions and matters.

I have references if needed.

If you should have any questions or comments please feel free to call me,

John J. Troughton Jr.
(530) 632-4475

Attachment: 12-03-20 Planning Commission Application - Troughton, Jr. (6260 : Appointments to the 2021 Planning Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED

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
DEC 02 2020

COUNTY OF COLUSA
BOARD OF SUPERVISOR

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
PLANNING COMMISSION

NAME OF APPLICANT:
KIRK PENDLETON

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
P.O. 458 377 OAK ST.,

CITY:
MAXWELL

PHONE:
(530) 701-5105

E-MAIL:
—

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:

INCUMBANT

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: 12-02-20 Planning Commission Application - Pendleton (6260 : Appointments to the 2021 Planning Commission)

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

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Planning Commission

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Richard Barry Morrell	23 Walnut Tree Dr

CITY:	PHONE:	E-MAIL:
Colusa	(530) 526-2941	Yourway-1-1959@yahoo

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:

I would like to continue as Dist #2 Rep which I have been for last 4/5 years.

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: 01-06-21 Planning Commission Application - Morrell (6260 : Appointments to the 2021 Planning Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED

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 JAN 07 2021

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Planning Commission

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Gail Beduhn	436 Market St Colusa

CITY:	PHONE:	E-MAIL:
Colusa	530 458 2197	bedulantag@outlook.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:

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: 01-07-21 Planning Commission Application - Beduhn (6260 : Appointments to the 2021 Planning Commission)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept December 2020 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- December Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 01.19.21
AS OF 12.31.20

	SBA	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
SBATotal		-				-	-	-	-		-	0.00		
AGENCY BONDS														
Agency Total		-					-		-		-	0.00		
MUNICIPAL BONDS														
574348CB2		547,904.85	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	546,438.80			
574348CC0		705,005.00	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	703,269.00			
574348CD8		707,917.00	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	704,382.00			
797299LXO		699,030.18	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	697,219.35			
79771FBP1												993.85	12.24.20	
79771FAY3												2,708.80	12.24.20	
79771FAF4												3,082.00	12.24.20	
UKIAH BOND (4)		sold position prior to taking possession										19,007.60	12.17.20	
Municipal Total		2,659,857.03			2,659,048.65		2,560,000.00		2,560,000.00		2,651,309.15			
Grand Total		2,659,857.03			2,659,048.65	-	2,560,000.00	-	2,560,000.00		2,651,309.15	25,792.25		
Interest Liability		(1,808.38)												
NET BOOK		2,658,048.65												
												(6,739.50)	Unrealized Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY
SRWSLD	65,777.82	0.580%	0.522%
REC DIST 108	15,158.08	0.580%	0.522%
REC DIST 1004	-	0.580%	0.522%
COUNTY	75,000,000.00	0.580%	0.522%
CCOE	42,000,000.00	0.580%	0.522%
TOTAL LAIF	117,080,935.90		
CASH	655,951.46		
TOTAL LIQUID	117,736,887.36		**97.79% Liquidity**
GRAND TOTAL	120,396,744.39		

INTEREST RECEIVED

Oct-Nov-Dec 2020	199,902.21	12/31/2020	Est. 0.8%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%
April-May-June 2020	390,780.16	6/30/2020	1.55%
Jan-Feb-March 2020	1,156,018.35	3/31/2020	4.55%
Oct-Nov-Dec 2019	427,534.33	12/31/2019	1.84%
July-Aug-Sept 2019	650,079.44	9/30/2019	2.99%
Apr-May-Jun 2019	519,280.97	6/30/2019	2.11%
Jan-Feb-Mar 2019	594,589.49	3/29/2019	2.36%
2018	1,924,296.40	12/31/2018	1.96%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 97.79%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Elvert Richardson**

SUBJECT: **Senior Nutrition Contract with CSUC Research Foundation**

Approve Subcontract (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.

Detailed Description/Background of request

This is an agreement between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 4,199 Congregate Meals and 12,082 Home Delivered Meals to residents of Colusa County.

Prior Board Action

Prior Board Action: Approval of C16-178 on October 18, 2016. Approval of C17-192 on September 19, 2017. Approval of C18-166 on September 18, 2018.

Fiscal Impact/Funding Source

The amount of this agreement is $95,178.00 and DHHS will provide total match of $33,421, or 33.77% from State and Federal funding for at risk populations for food assistance.

No impact on County General Fund.

The term of the agreement is July 1, 2020 through June 30, 2021

Action for the Clerk

Please obtain Board signature on Subcontract Agreement #20-022; Form CDA 1024; Form CDA 9026, Form CCC 04/2017; and return to Mary Neumann at:
Area 3 Agency on Aging
PASSAGES
25 Main Street, Suite 202
Chico, CA 95928-5388

ATTACHMENTS:

- CCC-04-2017 (PDF)
- CDA 1024 (PDF)
- CDA 9026 (PDF)
- Colusa County DHHS Senior Nutrition Insurance Certificate 2020 & 2021 (PDF)
- Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (PDF)
- Exhibit AA Scope of Work (Title III 2021) v1.2 (PDF)
- Exhibit BB Budget Detail(Title III 2021) (PDF)
- Exhibit C D E terms (title III) (PDF)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: CCC-04-2017 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Attachment: CCC-04-2017 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

Attachment: CCC-04-2017 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: CCC-04-2017 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

Attachment: CDA 1024 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

☑ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature | Date

Area Plan
CDA Program/Project | Contract Number

Attachment: CDA 1024 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:

Indicate all California Department of Aging contracts your organization participates in:

- [x] Area Plan (AP)
- [ ] Financial Alignment (FA)
- [ ] HICAP (HI)
- [ ] MIPPA (MI)
- [ ] MSSP (MS)
- [ ] SNAP-Ed (SP)
- [ ] Title V (TV)

Attachment: CDA 9026 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

CERTIFICATE NO.

ISSUE DATE

MM2-45	CERTIFICATE OF COVERAGE	09/28/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE NO: 0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, th Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate hold in lieu of such endorsement(s).

COVERAGE AFFORDED BY **A- Public Risk Innovation, Solutions and Management**

MEMBER
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

COVERAGE AFFORDED BY **B**

COVERAGE AFFORDED BY **C**

COVERAGE AFFORDED BY **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	Medical Professional Services and Limited General Liability **Claims Made**	PRISM 20 M2 CM 04	10/01/2020	10/01/2021	$1,000,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE AGGREGATE: NOT APPLICABLE SUBJECT TO A $25,000 DEDUCTIBLE PEF MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:
AS RESPECTS EVIDENCE OF COVERAGE FOR THE SENIOR NUTRITION PROGRAM THAT IS FUNDED THROUGH PASSAGES ADULT RESOURCE CENTER.

Certificate Holder

AREA AGENCY ON AGING
25 MAIN STREET, SUITE 202
CHICO, CA 95932

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: Colusa County DHHS Senior Nutrition Insurance Certificate 2020 & 2021 (6284 : Senior Nutrition Contract with CSUC Research

SUBCONTRACT

SUBCONTRACT NUMBER	AM. NO.
SUB20-022	
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into upon date of last signature, in the State of California, by and between **Chico State Enterprises** , hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME

COUNTY OF COLUSA ,herein called **Subcontractor.**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AP-2021-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime award for the Title III programs.

Subcontractor agrees, at its own expense, to furnish all equipment, labor and materials necessary to provide Funder with the services as follows:

The Term of this Subcontract shall commence 7/1/2020 and will end 6/30/2021.

The maximum amount of this Subcontract is $ 95,178.00. Funding sources for this award are detailed in Exhibit A.

Subcontractor agrees to provide nutrition services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

Exhibit A and Exhibit AA - Scope of Work
Exhibit B and Exhibit BB – Budget Detail, Payment Provisions, and Closeout
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions
Exhibit E – Additional Provisions

This contract has been executed by the parties, hereto, upon the date first above written:

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	**COUNTY OF COLUSA**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 103, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102, Colusa, CA 95932

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 95,178.00	$ 95,178.00	SP-64875-01, SP-64876-01

Attachment: Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

EXHIBIT A - SCOPE OF SERVICE

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2021:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

   Subgrantee shall provide the following amount of meals in Colusa County:

	7/1/2020 – 6/30/2021
Congregate meals	4,199
Home Delivered Meals	12,082

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

   a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

   b) Subgrantee will provide a minimum of four (4) presentations at the Colusa congregate site, one in each quarter of the grant year.

   c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

   d) Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

Attachment: Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subgrantee will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.

9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subgrantee will serve the geographic area of Colusa County. Nutrition service will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally, those older persons at risk of institutionalization should be given priority.

Attachment: Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	20
New Low Income	4	8
New Minority	7	14

C. REPORTING

1. Subgrantee shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.

2. Budget must make provision for payment of data base usage to RTZ.

3. Performance by Subgrantee shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

4. For performance objectives falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

4. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

5. Failure of Subgrantee to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to $1/12^{th}$ of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to $1/12^{th}$ of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meals served at the rate of $8.89 per eligible congregate meal and $3.38 per eligible home-delivered meal, upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

Attachment: Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

3. The Subgrantee shall be compensated according to the following table, not to exceed the maximum available amounts shown:

	Colusa DHHS	
	IIIC1 Congregate	IIIC2 Home Delivered
Fed Award	$25,341.00	$18,219.00
State GF Award	$11,999.00	$22,634.00
Fed USDA NSIP	$2,770.00	$4,937.00
FFCRA	$4,424.00	$4,854.00
Program Total	**$44,534.00**	**$50,644.00**
Subgrantee Total	**$95,178.00**	

E. MATCHING CONTRIBUTION
Subgrantee shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE
Equipment purchase must be on the budget and approved before purchase.

Attachment: Draft-SUB20-022-Colusa DHHS-Sig Page + ExA 1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Scope of Work

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]

2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site are:

      (1) Any older individual.

      (2) The spouse of any older individual.

      (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

   b. Individuals eligible to receive a home-delivered meal are individuals who are:

      (1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].

      (2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

      (3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

3. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

4. **Individual with a disability** The term ‘‘individual with a disability’’ means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

5. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

6. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

7. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

8. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

9. **One-Time-Only Funds** means:

    a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

    b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

    c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallotment process. [22 CCR 7314(a)(8)]

10. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

11. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

a. Voluntary contributions received from a participant or other party for services received.

b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

c. Royalties received on patents and copyrights from contract-supported activities.

d. Proceeds from the sale of goods created under an AAA subcontract agreement.

12. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

13. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

14. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:

    a. Be open to the public. [45 CFR 1321.53(b)(3)]

    b. Not means test. [OAA § 315(b)(3)]

    c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]

    d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

15. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

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1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, CSE

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

8. Facilitate CSE's subcontracting process.

9. Facilitate CSE's process of review, approval, and monitoring of subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.

10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

11. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:

    a. Inspection of non-food preparation nutrition sites at least every other year.

    b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

    c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

12. If this Subcontract Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subcontractor's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. Request, as needed, from CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.

14. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.

17. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:

    a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388

    b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926

    c. Senior Center, 2450 Oro Dam Blvd, Ste. S, Oroville, CA 95965

    d. Paradise Ridge Senior Center, 877 Nunneley Road, Paradise, CA 95969

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

e. Colusa County Library, 738 Market St, Colusa, CA 95932

f. Orland Senior Center, 19 Walker Street, Orland, CA 95963

g. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

h. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020

i. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122

j. Greenville Town Hall, 120 Bidwell St, Greenville, CA 95947

k. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971

l. Mohawk Resource Center, Highway 89, Graeagle, CA

m. Corning Senior Center, 1015 Fourth St, Corning, CA 96021

n. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055

o. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080

18. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

19. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

20. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

21. Report a meal only once either as a Title III meal or a Title VI meal.

22. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member’” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

Attachment: Exhibit AA Scope of Work (Title III 2021) v1.2 (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

    a. Mileage/Per Diem (meals and incedentals)/Lodging: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

    b. Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

    This is not to be construed as limiting the Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CSE. [SCM 2.17.2.A(4)]

    Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be: out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. Subcontractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subcontractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

    Subcontractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

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

2. This Subcontract Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subcontract Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subcontract Agreement in any manner.

3. Limitation of Liability of CSE and/or State

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget. No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available,

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

4. Funding Reduction(s)

   a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, CSE shall have the option to either:

      (1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.

      (2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.

   b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:

      (1) CSE reserves the right to determine which subcontracts, if any, under this program shall be reduced.

      (2) Some subcontracts may be reduced by a greater amount than others, and

      (3) CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to $500 per year may be retained by the Subcontractor for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. Subcontractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

   a. The Subcontractor receives less than $120,000 in federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.

B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.

C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.
4. Indirect Costs.
5. Rent - specify square footage and rate.
6. Supplies.
7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list of other operating expenses.

D. Indirect Costs

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subcontractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

2. Subcontractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Title IIIB, IIIC, Program Income must be spent before Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.

4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Subcontract Agreement.

7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:

   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

   b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

   d. OTO funds can be used to maintain or increase baseline services. However, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-subcontractor, or other local resources that qualify as match for the Subcontract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

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2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.

B. The final date to submit a request for a budget revision initiated by Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.

2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.

3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

E. Equipment

Equipment/Property with per unit cost of $5,000 or more requires justification from Subcontractor and prior approval from CSE and CDA. The Subcontractor must submit a detailed listing of equipment purchases in its budget.

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, no later than the 20th calendar day of each month. The

Attachment: Exhibit BB Budget Detail(Title III 2021) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

report shall include all costs and funding sources for the month prior, including NSIP for III C programs.

B. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.

C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.

D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the **lesser** of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed; or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 20, 2020.

If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.

C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

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General Terms and Conditions

1. **Approval**

This Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

2. **Amendment**

No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

3. **Conflict of Interest**

A. Conflict of Interest

1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.

2) Conflicts of interest include, but are not limited to:
   a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
   b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

extension of the timeline indicated herein.

4. **Audit**

Subcontractor agrees that CSE, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE after audit or inspection of records.

5. **Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party

6. **Notices**

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

7. **Subject Headings**
Headings within this Subcontract Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

8. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. **Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes. The Department of Fair Employment and Housing is the state agency charged with enforcing California’s civil rights laws, and requires the following

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

language be included in this UTC. With respect to this section, "contract" means this Subcontract Agreement; "contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

10. **Governing Law**

This Subcontract Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. **Severability**

The invalidity or unenforceability of any provisions of this Subcontract Agreement shall not affect the validity or enforceability of any other provision of this Subcontract Agreement, which shall remain in full force and effect.

12. **Entire Agreement**

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Special Terms and Conditions

Agency (Required for federal funding source)	**Prime Agreement Number/Date** (if available)	**If Federal, CFDA Number**	**Is prime award R&D? (yes/no)**
U.S. Department of Health and Human Services, Administration for Community Living		93.044 93.045 93.053	No

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.

2. "Subcontractor" means the governmental, nonprofit or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subcontract Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

5. "Cal. Gov. Code" means California Government Code.

6. "OMB" means the federal Office of Management and Budget.

7. "Cal. Pub. Con. Code" means the California Public Contract Code.

8. "Cal. Civ. Code" means California Civil Code

9. "Reimbursable item" also means "allowable cost" and "compensable item."

10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

11. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services.

16. "OAA" means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The HHS Grant Terms and Conditions.

2. The Older American Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Agreement No. AP-1920-03 between CSE and the California Department of Aging, all Exhibits and any amendments thereto.

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

6. Program memos and other guidance issued by CDA.

7. This Subcontract Agreement, and all exhibits and amendments thereto

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Subcontractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subcontractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

   The Subcontractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

   The Subcontractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

   Subcontractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subcontract Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

   The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

4. The Subcontractor assures CSE that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Subcontractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Subcontract Agreement.

D. Standards of Work

Subcontractor agrees that the performance of work and services pursuant to the requirements of this Subcontract Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Subcontractor warrants that no person or selling agency has been employed or retained to solicit this Subcontract Agreement. There has been no agreement to make commission payments in order to obtain this Subcontract Agreement.

2. For breach or violation of this warranty, CSE shall have the right to terminate this Subcontract Agreement without liability or at its discretion to deduct from the Subcontract Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Subcontractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance,

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and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Subcontractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

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5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

   b. Have not, within a three-year period preceding this Subcontract Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

   d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-subcontractors.

3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.

4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.

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3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.

2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. Subcontractor shall ensure that any sub-subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

N. Lobbying Certification

Subcontractor, by signing this Subcontract Agreement, hereby certifies to the best of its knowledge and belief, that:

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

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

3. Subcontractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all sub-subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Subcontractor and its sub-subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388

ARTICLE IV. COMMENCEMENT OF WORK

Should Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

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A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final and the Sub-subcontractor has no right of appeal to CSE or CDA.

B. Subcontractor shall, in the event any Sub-subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.

C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.

D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.

E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.

F. Subcontractor shall monitor the insurance requirements of its sub-subcontractors in accordance with Article XI, Section G of this Exhibit.

G. Subcontractor shall ensure that the sub-subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.

H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub-subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.

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I. Subcontractor shall require all sub-subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

J. If a private nonprofit corporation, the Subsubcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub-subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.

L. Subcontractor shall utilize procurement procedures as follows:

1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. Subcontractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to CSE) to the audited financial statements, single audit report, and general ledgers. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE or by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Subcontractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement, and are

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returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CSE and/or the State and is so stated in writing to Subcontractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CSE or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

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C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Artcile VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property. Once approval for

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disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.

2. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

H. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.

J. In the event of Subcontractor's dissolution or upon termination of this Subcontractor Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.

L. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.

N. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

P. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

Subcontractor shall provide access to CSE, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends $750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

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Chico State Enterprises
Attn: AAA Fiscal Officer
25 Main Street, Suite 103
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.

C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."

D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends $750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of[2 CFR §200.501 - §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.and 45 CFR 75.501-75.521 as summarized in section C and D of this Article

2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action

3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

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4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:

    a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

    b. Records that adequately identify the source and application of funds for each federally funded activity.

    c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

    d. Comparison of expenditures with budget amounts for each federal award.

    e. Written procedures to implement the requirements of 2 CFR 200.305.

    f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E – Cost Principles.[2 CFR 200.302]

5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's own records

7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.

E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]

2. Properly procured - use procurement standards for auditor selection. [2 CFR 200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of

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contracts or grant agreements, and the schedule of findings and questioned costs. [2 CFR 200.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.

G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing non-Federal entity that is exempted from having a an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than $750,000 during the non-federal entity's fiscal year.

H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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$750,000 if seating capacity is under 8

$1,500,000 if seating capacity is 8 – 15

$5,000,000 if seating capacity is over 15

4. Workers Compensation and Employers' Liability per statutory limits.

5. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. Subcontractor shall notify CSE within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to CSE, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide that Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.

3. Chico State Enterprises shall be named as the certificate holder and CSE's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event Subcontractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

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G. Subcontractor shall require its sub-subcontractors under this Subcontract Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subcontractor shall require all of its sub-subcontractors to hold Subcontractor harmless. The sub-subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.

I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subcontract Agreement shall be effective immediately.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Subcontractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. Subcontractor's organizational structure has materially changed.

12. CSE and/or CDA determines that Subcontractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CSE, Subcontractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Subcontractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreememt.

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3. Terminate all agreements with sub-subcontractors and vendors to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Subcontract Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to Subcontractor. The notice shall describe the action being taken by CSE , the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy five (75) days written notice to CSE.

Subcontractor shall, at least seventy five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period.

In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Subcontractor agrees that any remedy provided in this Subcontract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by Subcontractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Subcontractor shall notify CSE immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.

B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Subcontractor retains receipt, and shall be communicated as of actual receipt.

B. Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Contracts & Development
25 Main Street, Suite 204
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

C. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. CSE CONTACT

A. The name of CSE's contact to request revisions, waivers or modifications affecting this Subcontract Agreement is Skye Gebhart, Contracts Analyst.

B. Subcontractor shall present the name of its contact for this Subcontract Agreement to CSE. Subcontractor shall immediately notify CSE in writing of any change of its contact or address

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

Subcontractor, and its sub-subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption on Portable Computing Devices

Subcontractor and its sub-subcontractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. Subcontractor and its sub-subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

2. Subcontractor and its sub-subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. Subcontractor and its sub-subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub-subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. Subcontractor and its sub-subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. Subcontractor and its sub-subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of this Subcontract Agreement or within thirty (30) days of the start date of any new employee, sub-subcontractor, vendor, or volunteer's employment and annually thereafter.

2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub-subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub-subcontractors/vendors must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases, and ensure the availability of information assets for continued business. Subcontractor and its sub-subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub-subcontractors/vendors.

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission, or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.

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3. If the material is copyrighted with the consent of CSE, CSE reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. Subcontractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Subcontract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subcontract Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subcontract Agreement, the State and/or CSE may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subcontract Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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The group-needs assessment shall take into account the following four factors:

a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

b. Frequency with which LEP individuals come in contact with the program.

c. Nature and importance of the services provided.

d. Local or frequently used resources available to Subcontractor.

This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:

a. Methodologies used.

b. The linguistic and cultural needs of non-English speaking or LEP groups.

c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

a. Interpreters or bilingual providers and provider staff.

b. Contracts with interpreter services.

c. Use of telephone interpreter lines.

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d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. [22 CCR 98310]

5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]

6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]

3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

3. CSE will make funds available to Subcontractor only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.

4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.

5. Funds made available under this Subcontract Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III services.

6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subcontractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

   93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

   93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

   93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR

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75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. Subcontractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.

   b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.

   c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.

   d. Subcontractor will:

      1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

      2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.

      3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

      4) Establish appropriate procedures to safeguard and account for all contributions.

      5) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

8. Any Title III service shall not implement a Cost Sharing program unless approved by CSE and CDA.

9. Subcontractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

10. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.

11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.

12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

13. If a senior nutrition program provider, Subcontractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subcontractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

15. Subcontractor shall assure that the following publication conditions are met:

    Materials published or transferred by Subcontractor and financed with funds under this Subcontract Agreement shall:

    a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

    b. give the name of the entity, the address, and telephone number at which the supporting data is available and

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

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4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS

A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

D. Subcontractor shall have written procedures specific to each program which include:

1. Collection and reporting of program data for Subcontractor;

2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE;

3. Verification of data prior to submission to CSE;

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

4. Correction procedures;

5. Method for collecting and reporting:

   a. Total estimated unduplicated clients in each non-registered service.

   b. Total estimated unduplicated clients in all non-registered services.

   c. Total estimated unduplicated clients across all registered and non-registered services.

6. A performance data monitoring process.

E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.

B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.

C. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.

B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following

1. Time frames within which a complaint will be acted upon.

2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

   Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "significant number" shall be determined by the AAA.

b. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

Complaints may involve, but not be limited to, any or all of the following:

1) Amount or duration of a service.

2) Denial or discontinuance of a service.

3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

C. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)]

D. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be take to remedy the situation.

2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).

4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan, or fails to implement the plan within the forty five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately.

5. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.

Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.

E. If Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural area where such frequency is not feasible and a lesser frequency is approved by CSE and CDA.

F. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

G. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.

CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of CSE, its officers, employees, and agents.

Attachment: Exhibit C D E terms (title III) (6284 : Senior Nutrition Contract with CSUC Research Foundation)

COUNTY OF COLUSA, CA

3.5

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Public Works/Road Department**

FROM: **Michael Azevedo**

SUBJECT: **Notice of Completion C20-186**

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

Detailed Description/Background of request

On October 13, 2020 the Board approved contract C20-186 with Billy Wycoff Construction., All work was completed November 20, 2020. Accordingly, this agenda item seeks to finalize the required Notice of Completion .

Prior Board Action

Approved FY 20/21 Department Budget & C20-186

Fiscal Impact/Funding Source

There is no fiscal impact associated with the Notice of Completion.

Action for the Clerk

Obtain Director Signature & file Notice with Clerk Recorder's office.

ATTACHMENTS:

- Notice of Completion 300032F(FM) 2019 (PDF)

RECORDING REQUESTED BY:

County of Colusa

WHEN RECORDED MAIL TO:

County of Colusa
1215 Market Street
Colusa, CA 95932

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.
2. The full name of the owner is the County of Colusa.
3. The full address of the owner is 546 Jay Street, Colusa, CA 95932.
4. The nature of the interest or estate is: easement.
5. The full name and address of the owner who holds title or interest with the above named property are: N/A.
6. A work of improvement on the property herein described was completed on, **Nov 20, 2020.**
7. The name of the contractor performing the work of improvement is **Billy Wycoff Const**
8. The street address of said property is on **Lodoga Stonyford Road @ Stony Creek.**
9. The property on which said work of improvement was completed is in the County of Colusa, State of California and is described as follows:

Hydraulic Mitigation in
Stony Creek at Bridge 15C-002

PROJECT NO. 300032F(FM)-2019

(SEE EXHIBIT A FOR SPECIFIC LOCATION)

_____ _____
Date **Michael J Azevedo, Director**

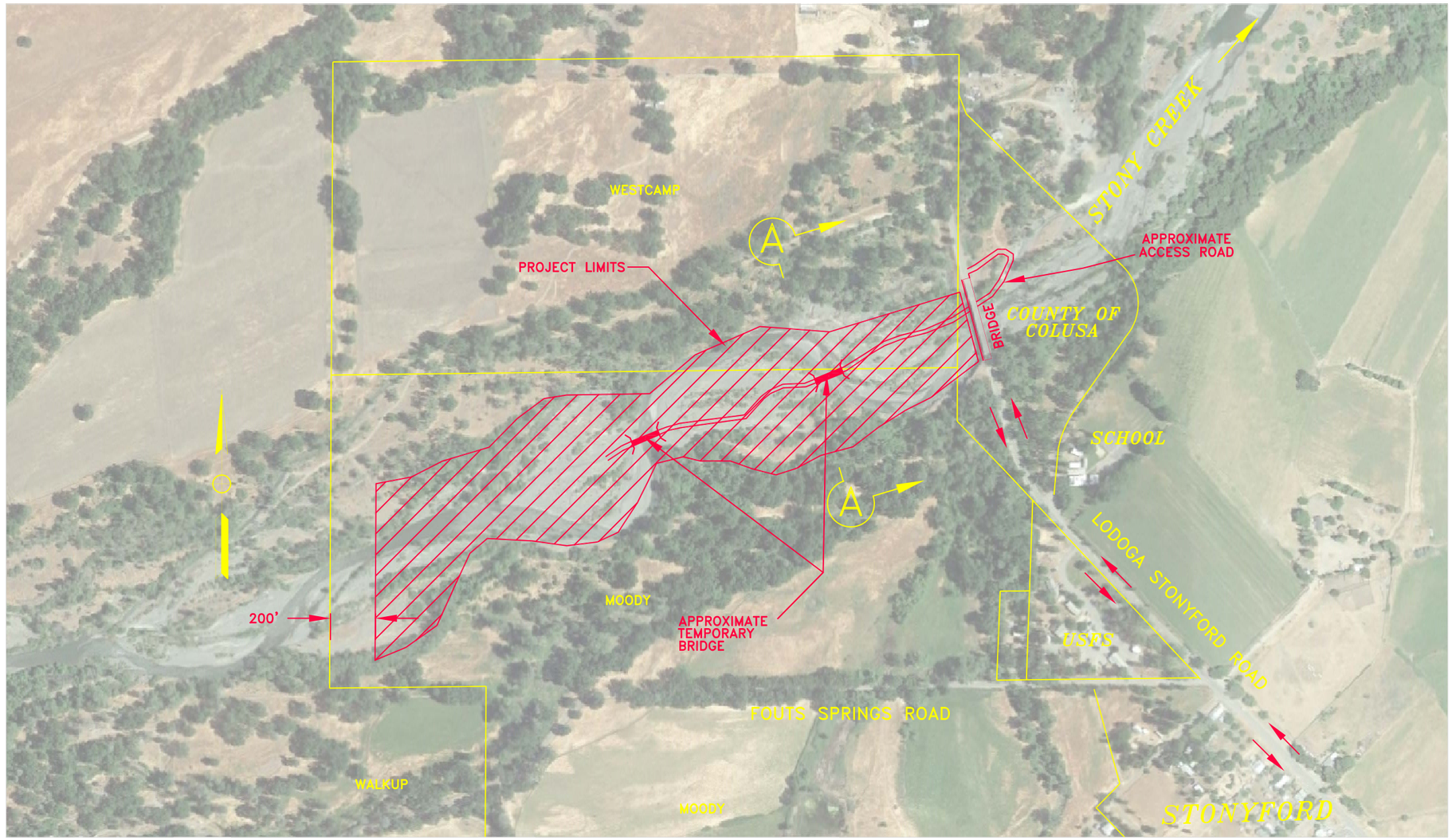
STATE OF CALIFORNIA }
County of Colusa }

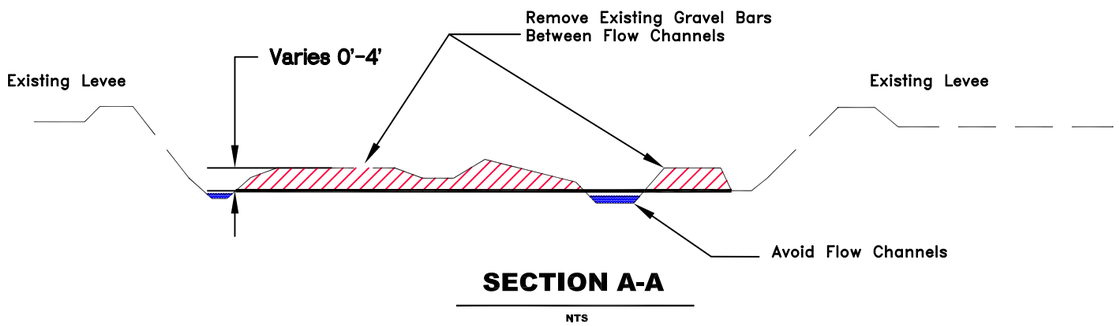
The undersigned, Michael J Azevedo, being duly sworn as the Director of Public Works, County of Colusa, State of California, says that I am the agent of the owner of the property described herein in the foregoing Notice of Completion and know the contents thereof to be true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

COUNTY OF COLUSA:

_____ _____
Date **Michael J Azevedo, Director**

Attachment: Notice of Completion 300032F(FM) 2019 (6285 : Accept Notice of Completion -Stony Creek Hydraulic Mitigation)





SECTION A-A

NTS

PLAN

SCALE: 1" = 500'

APPROVED	REVISIONS	BY	APP'D

COUNTY OF COLUSA
State of California

DEPARTMENT OF PUBLIC WORKS

Hydraulic Mitigation Stony Creek BR 15C-002

Exhibit – A

SHEET 1 OF 1

CONTRACT NO.

SCALE	DATE	DESIGN	DRAWN	CHECKED	APPROVED
As Noted	7/29/2020		LOPEZ		

Attachment: Notice of Completion 300032F(FM) 2019 (6285 : Accept Notice of Completion -Stony Creek Hydraulic Mitigation)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Contract with Caporusso Communications**

Approve Contract with **Caporusso Communications** to support COVID-19 and other communications.

Detailed Description/Background of request

The County currently has a contract with Caporusso Communications (PC20-032) that will expire on April 5, 2021. This proposed contract provides ongoing support for COVID-19 and other communications, provides review of draft communications plan, training to staff, to assist with the development of a social media policy and also provides for monitoring and management of existing County social media platforms. This will equip County leaders with a standardized communications strategy and unified voice to support the County's communication objectives.

This contract would commence on February 1, 2021 and continue through January 31, 2022 at a rate of $3,750. per month. Any additional work/projects outside the original scope of work will be billed at a rate of $95. per hour.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (00101-1012-53180 & 00108-5010-53180) $45,000 with the possibility of added expense if additional services are required

Action for the Clerk

Please obtain signatures and send to:
Caporusso Communications
Attn: Justin Caporusso, President
209 Pinecrest Ct.
Roseville, CA 95678

ATTACHMENTS:

- Caporusso Services Contract (DOCX)
- ATTACHMENT A Scope of Work (DOCX)

C____-_____

Public Information Services Contract

This Public Information Services contract is between the County of Colusa ("County") a political subdivision of the State of California and Caporusso Communications ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on February 1, 2021, and shall continue until all requested services are completed, no later than January 31, 2022.

3. **Compensation:** County will pay Contractor a Flat fee of $3,750.00 per month. Additional work and/or projects outside of the original scope of work are to be billed at a rate of $95.00 per hour. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Be prepared on Contractor's letterhead.
   - **2)** Bear Contractor's name as shown on the contract.
   - **3)** Bear the contract number.
   - **4)** Itemize the costs incurred.
   - **5)** Include a summary of the services provided.
   - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

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

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

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

   C. Contractor shall provide properly skilled professional and technical personnel to

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

perform all services under this Contract.

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

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

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

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

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

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

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

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

A:VII:

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

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

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

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

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

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

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

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

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

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

13. Written Notification: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	County of Colusa Attn: Wendy G. Tyler 547 Market Street, Ste. 102 Colusa, CA 95932
If to Contractor:	Caporusso Communications Company Attn: Justin Caporusso, President 209 Pinecrest Ct. Roseville, CA 95678

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

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

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

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

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

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

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

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

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

C____-_____

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

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

    A. Attachment "A" Strategic Communications & Public Information Proposal

COUNTY OF COLUSA	**CAPORUSSO COMMUNICATIONS**
_____Date:_____	_____Date:_____
Gary J. Evans, Board Chair	Justin Caporusso, President
APPROVED AS TO FORM	**ATTEST:** Wendy Tyler, Clerk of the Board of Supervisors
_____	By _____
Marcos A. Kropf, County Counsel	Melissa Kitts, Deputy

Attachment: Caporusso Services Contract (6324 : Approve Contract with Caporusso Communications)

ATTACHMENT "A"

Scope of Work

The following scope outlines tasks associated with the development and execution of a strategic communications plan to support public information, outreach, and education on behalf of Colusa County. The strategic communications plan will provide guidelines, approach, goals, expectations, and best practices to be used countywide in communications with residents, stakeholders, media representatives, and other interested parties.

The objective of the strategic communications plan is to empower the CAO and county leaders to plan strategically, react with efficiency, and protect the county's brand while effectively communicating key messages and program information.

The strategic communications plan will include development and execution of the following components in support of approved public outreach campaigns (in coordination with staff):

Phase 1: Communications Audit and Goal Setting

- Review existing draft communications plan and audit existing internal and external communications channels and practices
- Conduct internal meetings to discuss organizational goals
- Hold deskside briefings with local media outlets to initiate relationships and establish information sharing best practices

Phase 2: Strategy Development and Training

- Develop external communications strategy and protocol to build brand recognition and increase community trust:
    - Develop overall brand/theme (external consistency)
    - Standardize the external communications process across all county departments
- Provide county leadership (and other designees) with basic message and social media training (pending social media policy)
- Develop countywide social media policy

Phase 3: Execution

Upon approval of the strategic communications plan, ongoing specific monthly deliverables to support execution of the plan include:

- Standing client meetings to discuss monthly objectives and outline monthly deliverables (at direction of CAO) in support of approved communications plan
- Message development and crafting
- Content creation (not including enhanced video production)

Attachment: ATTACHMENT A Scope of Work (6324 : Approve Contract with Caporusso Communications)

- Development, distribution, and posting of monthly e-newsletter highlighting county programs, successes, etc.
- Development, distribution/pitching, and posting of press releases, news briefs, general statements (3)
- Ongoing management of county's official social media platforms (Facebook/Instagram)
    - Development and ongoing management of Twitter platform for legislative advocacy and media relations
- Development and execution of targeted social campaign (upcoming event, issue advocacy, etc.)
    - Provide print, broadcast, and social communications support for county leaders (at discretion of CAO)
- Communications support of digital strategy (website and other digital assets)
- Development of Annual Report highlighting the organization's accomplishments

Attachment: ATTACHMENT A Scope of Work (6324 : Approve Contract with Caporusso Communications)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Ratify Fourth Modification to Contract C14-216**

Ratify Fourth Modification to Contract C14-216 with **NPH Medical Services dba Nurses and Professional Healthcare**, effective January 4, 2021.

Detailed Description/Background of request

On October 21, 2014, the County entered into a contract with NPH Medical Services, dba Nurses and Professional Healthcare to provide nursing personnel services to assist with Public Health mass vaccination clinics and in the event of a public health emergency.

The contract was first modified (C15-179) to extend the term through June 30, 2018 and set the compensation at $8,000. per year. The second modification (C17-017) updated the contractor's address for written notification. The third modification (C18-040) extended the term through June 30, 2021.

This fourth modification updates and replaces Attachment A, Rate Schedule, of the contract.

Prior Board Action

C14-216, C15-179, C17-017 & C18-040

Fiscal Impact/Funding Source

Budgeted (00108-4012-53180 & 532504) Not to exceed $8,000. per fiscal year

Action for the Clerk

None

ATTACHMENTS:

- NPH 4th Mod Executed F (PDF)
- C14-216 NPH Medical Services (PDF)
- C15-179 NPH Medical Services (PDF)
- C17-017 2nd Mod. for NPH Medical Services for Nursing Services - Change of Address (PDF)
- C18-040 NPH Medical Services-3rd Mod (PDF)

C___-_____

Fourth Modification of Contract C14-216 Temporary Nursing Services

This fourth Modification of Contract C14-216 for Temporary Nursing Services is between County of Colusa (County), a political subdivision of the State of California, and NPH Medical Services, dba Nurses and Professional Healthcare (Contractor), a California corporation.

Background

On October 21, 2014, the parties executed contract C14-216 for the provision of nursing personnel services to assist County with Public Health mass vaccination clinics and in the event of a public health emergency. Services are provided on an as-needed basis and at the sole discretion of the County.

The contract was modified on November 17, 2015 (C15-~~159~~ 179), January 24, 2017 (C17-017) and April 3, 2018 (C18-040).

The parties now want to modify the Contract to increase the rates charged by contractor.

Modification

The parties agree to modify the Contract effective January 4, 2021 as follows:

1. Attachment A of the Contract is modified by deleting all prior versions and replacing with the Attachment A affixed to this Fourth Modification.

COUNTY OF COLUSA

Date: 1/4/2021

Wendy G. Tyler, County Administrative Officer

CONTRACTOR

Date: 1/5/21

Signature

Sis Gilmore

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: NPH 4th Mod Executed F (6323 : Ratify Fourth Modification to Contract C14-216)

ATTACHMENT A

555 Flying V Street, Suite 5
Chico, Ca 95928
Office (530) 899-2255
Fax (530) 899-2260

RATE SCHEDULE
(Exhibit A)

The rates listed below shall be effective for **COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, PUBLIC HEALTH DIVISION** as of January 4, 2021 as described in this agreement.

1. Standard Billing Rates:

RN	$62.50/hour
LVN	$44.50/hour
CNA	$31.50/hour

2. Other charges:

Charges will be made to the above standard rates, in regard to the following:
A) A differential of $2.00/hr will be charged for each hour worked on the PM shift (1500-2300). A differential of $3.00/hr will be charged for each hour worked on the night shift (2300-0700).

B) An additional $3.50/hr will be charged for requests for ICU/CCU qualified nurses or charge nurses.

C) A weekend differential of $2.00/hr will be charged for shifts worked on any weekend. (The exact day is determined by the date in which the majority of hours are worked.)

D) Over time is defined as those hours worked in excess of eight (8) hours per twenty-four (24) hour day. When personnel work in excess of eight (8) hours per twenty-four (24) hour day, the hospital will be billed at one and one-half (1.5) times the standard rate defined above. All hours worked in excess of twelve (12) hours in a twenty-four-hour day will be charged at two (2) times the standard rate defined above. All hours worked over forty (40) hours in one work week (Saturday through Friday) will be charged at one and one-half (1.5) times the standard rate for the first eight (8) hours and two (2) times the standard rate for hours worked in excess of eight (8) hours.

E) The following holidays will be billed at one and one-half (1.5) times the above standard rate for the first (8) hours and two (2) times the standard rate for hours worked in excess of eight (8) hours: New Years Day, Memorial Day, Easter, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

F) Lodging arrangements/travel reimbursement will be provided by the facility for those who are not a commutable distance.

Attachment: NPH 4th Mod Executed F (6323 : Ratify Fourth Modification to Contract C14-216)

C14-216

Contract with NPH Medical Services for the Provision of Nursing Personnel Services

This contract for the provision of temporary Nursing Personnel services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and NPH Medical Services, dba Nurses and Professional Healthcare, a California corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County, though its Department of Health and Human Services, Public Health Division, with the services of properly trained and skilled nursing professionals to be used on an as-needed, temporary basis in times of emergency or other immediate need, at the sole discretion of County, and as specified in Attachment B, Scope of Work.

2. **Term:** This Contract shall begin on October 1, 2014 and shall end on September 30, 2015.

3. **Compensation:** County will pay Contractor compensation not to exceed eight thousand dollars ($8,000) over the term of the contract and in accordance with the established Rate Schedule attached as Attachment A. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor will submit invoices to County on a monthly basis no later than the 15th of the month following the provision of services, and Contractor shall provide County with a final invoice no later than 30 days after the termination date of the contract. Upon receipt of the invoices, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed charges.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Include an invoice number.
      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 without discrimination on the basis of age, gender, race/ethnicity, color, national origin, creed, disability, religion, veteran status, political beliefs or marital status.

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

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

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

D. Contractor agrees to comply with standards as set forth in the HIPAA (Health Insurance Portability and Accountability Act) Business Associate Addendum attached hereto as Attachment C.

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. **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 other party.

8. **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'

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

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 (medical malpractice):** Contractor shall maintain Professional Liability Insurance for Medical Malpractice coverage in an amount of not less than one million dollars ($1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

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.

9. **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.

10. **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.

11. **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.

12. **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: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

C____-_____

If to County:
Bonnie Davies, PhN
Colusa County Department of Health & Human Services
Public Health Division
251 E. Webster Street
Colusa, CA 95932
(530) 458-0266

If to Contractor:
Sis Gilmore, Owner
NPH Medical Services
dba Nurses and Professional Healthcare
2639 Forest Avenue, Suite 110
Chico, CA 95928
(530) 899-2255

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

C____-_____

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

19. **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.

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

A. Attachment A – Rate Schedule
B. Attachment B – Scope of Work
C. Attachment C – HIPAA Business Associate Addendum

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 21st day of October, 2014.

COUNTY OF COLUSA

Kim Dolbow Vann, Board Chair

NPH MEDICAL SERVICES

Sis Gilmore, Owner

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

ATTEST: Robert J. Muszar
Clerk of the Board of Supervisors

By _____, Deputy

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)



Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

C____-_____

Attachment A
NPH Medical Services Rate Schedule

The rates listed below shall be effective for Colusa County Dept. of Health and Human Services, Public Health Division as of October 6, 2014 as described in this contract.

1. Standard Billing Rates:

RN	$48.50/hour
LVN	$37.50/hour
CNA	$26.50/hour
RT	$45.00/hour

2. Other charges – Time charged outside of normal business hours will be as shown below:

A) A differential of $2.00/hr will be charged for each hour worked on the PM shift (1500- 2300).

B) A differential of $3.00/hr will be charged for each hour worked on the night shift (2300-0700).

C) An additional $3.50/hr will be charged for requests for ICU/CCU qualified nurses or charge nurses.

D) A weekend differential of $2.00/hr will be charged for shifts worked on any weekend. (The exact day is determined by the date in which the majority of hours are worked.)

E) Overtime is defined as those hours worked in excess of eight (8) hours per twenty-four (24) hour day. When personnel work in excess of eight (8) hours per twenty-four (24) hour day, the hospital will be billed at one and one-half (1.5) times the standard rate defined above. All hours worked in excess of twelve (12) hours in a twenty-four hour day will be charged at two (2) times the standard rate defined above. All hours worked over forty (40) hours in one work week (Saturday through Friday) will be charged at one and one-half (1.5) times the standard rate for the first eight (8) hours and two (2) times the standard rate for hours worked in excess of eight (8) hours.

F) The following holidays will be billed at one and one-half (1.5) times the standard rate for the first (8) hours and two (2) times the standard rate for hours worked in excess of eight (8) hours New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

G) Lodging arrangements/travel reimbursement will be provided by the County for those who are not a commutable distance.

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

Attachment B
Scope of Work

1. Contractor shall use its best efforts to assign temporary nursing personnel ("Nurse" or "Nurses") to County. Contractor shall screen Nurses before referring them to County to determine their qualifications and competence. The screening by Contractor shall include proof of current license, three previous employers, three personal references, pre-employment drug screen, criminal background check and educational history. This information shall be made available to County upon request.

2. Contractor agrees to have Nurses available for County twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, again, subject to the availability of qualified Nurses.

3. The Nurses referred by Contractor to County under this Contract shall are not employees or agents of County. Contractor shall assume sole and exclusive responsibility for the payment of wages to Nurses. Contractor also shall be responsible for withholding federal and state taxes and unemployment insurance, maintaining workers' compensation coverage in an amount and under such terms as required by California law, and performing all other employer obligations required by law for Nurses.

4. Criteria for Contractor Nurses - The following criteria must be met by Nurses referred by Contractor to County under this Contract:

   A. Each licensed Nurse shall possess a current, valid registered nurse or vocational nurse license issued by the State of California. Each licensed Nurse must carry a copy of his/her license with him/her while working at County and shall present a copy of the license to County upon request.

   B. Each licensed Nurse and certified Nurse aide shall have at least one (1) year full-time experience.

   C. Each critical care Nurse must have completed a certified critical care course, and have at least one (1) year full time experience in the critical care area assigned.

   D. Each Nurse warrants that they are in good physical condition.

   E. Each Nurse shall have successfully completed a CPR examination and possess a current CPR card.

   F. Each Nurse must be generally acquainted with County fire procedures.

   G. Each Nurse will possess and wear a photographic identification supplied by Contractor.

   H. Each Nurse must be able to speak, write, read and comprehend the English language.

   I. Each Nurse must be properly attired.

   J. Each Nurse must sign-in and sign-out on daily time sheets provided by Contractor and maintained by County.

   K. Each Nurse will submit to pre-employment drug screening and criminal background check prior to employment at sole expense to Contractor.

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

Attachment C
HIPAA Business Associate Addendum

The purpose of this Attachment is to satisfy certain standards and requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA regulations, and other applicable laws.

1. Definitions

A. Catch-all definition: The following terms used in this Addendum 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.

B. Specific definitions:

(1) 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 NPH Medical Services. 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. Colusa County Department of Health and Human Services (DHHS) 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.

(2) 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 Colusa County Department of Health and Human Services (DHHS).

(3) 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.

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

(5) 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.

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

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

2. 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 DHHS 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 DHHS make available protected health information in a designated record sent to the Colusa County DHHS as necessary to satisfy its obligations under 45 CFR 164.524;

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

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

(h) To the extent the Business Associate is to carry out one or more of DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS 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 DHHS and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by DHHS;

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing DHHS 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 DHHS 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.

3. 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 accompanying Contract. 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 DHHS' minimum necessary policies and procedures.

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

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

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

4. Provisions for DHHS to Inform Business Associate of Privacy Practices and Restrictions

(a) DHHS 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)DHHS 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.

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

(c) DHHS shall notify Business Associate of any restriction on the use or disclosure of protected health information that DHHS 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.

5. Permissible Requests by DHHS

DHHS 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 DHHS, except if the Business Associate will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

6. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Contract, and shall terminate when the Contract terminates or on the date DHHS 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 DHHS, if DHHS 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 DHHS. DHHS 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 DHHS, or created, maintained, or received by Business Associate on behalf of DHHS, 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 DHHS or, if agreed to by DHHS, 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 DHHS or, if agreed to by DHHS, 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 DHHS transmit the protected health information to another Business Associate of the DHHS 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.

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

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

7. 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 Contract to which this Addendum is attached shall remain in effect.

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

Attachment: C14-216 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

NPH Medical Services

C14-216
10-21-14
HH SVCS

First Modification of Contract C14-216

This first modification of contract C14-216 (Contract) is between the County of Colusa (County), a political subdivision of the State of California, and NPH Medical Services (Contractor), a California corporation.

Background

On October 21, 2014, the parties entered into contract C14-216 for the provision of nursing personnel services to assist County with Public Health mass vaccination clinics and in the event of a public health emergency. Services are provided on an as-needed basis and at the sole discretion of County.

The parties now wish to modify the Contract to extend the term of the Contract to June 30, 2018, and change the compensation paid to Contractor.

Modification

1. Section 2, Term of Contract, is removed and replaced with the following: This contract shall begin on October 1, 2014, and shall end June 30, 2018.

2. Section 3, Compensation, is removed and replaced with the following: County shall pay contractor compensation not to exceed $8,000 per year, and in accordance with the Rate Schedule attached as Attachment A. Compensation will be paid in accordance with paragraph 4, Method of Payment.

Construction

All other terms and conditions of the contract shall remain in full force and effect.

This modification is executed in Colusa, California on this 17th day of November, 2015.

COUNTY OF COLUSA

For Mark D. Marshall, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel 11/16/2015

NPH MEDICAL SERVICES

Sis Gilmore, Owner

ATTEST: Robert J. Muszar
Clerk of the Board of Supervisors

By
Ann Nordyke, Deputy

Attachment: C15-179 NPH Medical Services (6323 : Ratify Fourth Modification to Contract C14-216)

NPH Medical Services

C15-179
11-17-15
HHSvcs

Second Modification of Contract C14-216

This Second Modification of Contract C14-216 (Contract) for nursing personnel services is between the County of Colusa (County), a political subdivision of the State of California, and NPH Medical Services (Contractor), a California corporation.

Background

On October 21, 2014, the parties entered into contract C14-216 for the provision of nursing personnel services to assist County with Public Health mass vaccination clinics and in the event of a public health emergency. Services are provided on an as-needed basis and at the sole discretion of County.
On November 17, 2015, the parties executed the First Modification to C14-216, referred to herein as C15-179, to extend the term of the contract to June 30, 2018, and to adjust compensation to an amount not to exceed $8,000.

The parties now want to modify the Contract to update contact information for NPH Medical Services.

Modification

The parties agree to modify the Contract effective January 24, 2017, as follows:

1. **Modification to Contract Section 12, Written Notification.**

12. Written Notification: Written Notification, if to Contractor, shall be sent to:

Sis Gilmore, Owner
NPH Medical Services
dba Nurses and Professional Healthcare
555 Flying V Street, Suite 5
Chico, CA 95928
(530) 899 -2255
(530) 899-2260 FAX

Attachment: C17-017 2nd Mod. for NPH Medical Services for Nursing Services - Change of Address (6323 : Ratify Fourth Modification to

SIGNATURES TO FOLLOW ON PAGE 2

This modification is executed in Colusa, California on this 24th day of January, 2017.

COUNTY OF COLUSA

Gary J. Evans, Board Chair

CONTRACTOR

Signature

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By FOR Ann Nordyke, Chief Deputy

Attachment: C17-017 2nd Mod. for NPH Medical Services for Nursing Services - Change of Address (6323 : Ratify Fourth Modification to

Contract with NPH Services -
Change of Address.

1/24/17
DHHS

Third Modification of Contract C14-216 for Temporary Nursing Services

This Third Modification of Contract C14-216 (Contract) is between the County of Colusa (County), a political subdivision of the State of California, and NPH Medical Services (Contractor), a California corporation.

Background

On October 21, 2014, the parties entered into contract C14-216 for the provision of nursing personnel services to assist County with Public Health mass vaccination clinics and in the event of a public health emergency. Services are provided on an as-needed basis and at the sole discretion of County.

On November 17, 2015, the parties entered into contract C15-179 extending the terms of the contract to June 30, 2018.

The parties now want to modify the Contract to extend the term of the Contract through June 30, 2021.

Modification

The parties agree to modify the Contract effective April 3, 2018:

1. Section 2, Term, is removed and replaced with the following: This contract shall begin on October 1, 2014 and shall end on June 30, 2021.

COUNTY OF COLUSA

Gary J. Evans, Chair-Board of Supervisors

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

NPH MEDICAL SERVICES

Sis Gilmore, Owner

ATTEST: Wendy Tyler
Clerk of the Board of Supervisors

By _____
Melissa Kitts, Deputy Clerk

Attachment: C18-040 NPH Medical Services-3rd Mod (6323 : Ratify Fourth Modification to Contract C14-216)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Second Modification to Contract C20-057**

Approve Second Modification to Contract C20-057 with **Aircon Energy, Inc.**, effective January 5, 2021.

Detailed Description/Background of request

On April 7, 2020, the County entered into a contract with Aircon Energy, Inc. for energy services design and installation. On November 24, 2020, a first modification to the contract was approved to increase the scope of work and compensation.

The parties again wish to modify the scope of work due to the need for additional electrical work at the Williams Road Yard. In preparing the panel for the solar installation it was discovered that the wiring for the generator (installed many years ago) was not up to code. Given that the electrician was on site, and had the ability to correct the deficiency, the CAO gave approval for the work. The cost of this additional work was based on a time and materials basis not to exceed $2570.

Additionally, during the development of the project at Behavioral Health it was known that the existing control system had been experiencing problems. Due to the cost to replace the control system, we had hoped that the new HVAC units would be able to compensate for the issues within the control system. Following installation and operation of the new HVAC units at the Facility it has been determined that the control system actually should be replaced, as the units are still unable to push enough air to adequately heat and/or cool the building at acceptable levels in all areas. The cost of this additional work is $76,858.

These to change orders will increase the amount payable under the contract by $79,428, for a total maximum payable of $2,312,214

Prior Board Action

C20-057 and C20-209

Fiscal Impact/Funding Source

The fiscal impact of this amendment is $79,428.00. While these cost are not currently budgeted, Public Works and Behavioral Health have adequate funds to cover these additional costs, and budget adjustments will come forward at a future meeting.

Action for the Clerk

Please obtain signatures and send to:
Aircon Energy, Inc.
Attn: Jeff Wagner, President
830 West Stadium Lane
Sacramento, CA 95834

ATTACHMENTS:

- Second Mod Aircon (DOCX)
- ATTACHMENT B (DOCX)
- Change order 5 Williams roadworks electrical code improvement (PDF)
- Change order 6 B-Health controls upgrade (PDF)
- C20-057 Aircon Energy, Inc (PDF)
- C20-209 Aircon Energy, Inc. - 1st Modification (PDF)

C___-_____

Second Modification of Contract C20-057 for Energy Services Design and Installation

This Second Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

On November 24, 2020 the parties modified the contract (C20-209) to extend its term to end June 30, 2021, increase compensation by $18,827.00 and adding Attachment "A" to the Scope of Work.

The parties now want to modify the Contract to increase the Scope of Work and further increase compensation.

Modification

The parties agree to modify the Contract effective January 5, 2021, as follows:

1. Section 7, Compensation, of the Contract is modified to increase compensation from $2,232,786.00 by $79,428.00, not to exceed $2,312,214.00 (Two million, three hundred twelve thousand, two hundred and fourteen dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "B" to the Scope of Work.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

AIRCON ENERGY, INC.

_____Date:_____
Jeff Wagner, President

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: Second Mod Aircon (6321 : Approve Second Modification to Contract C20-057)

ATTACHMENT "B"
SCOPE OF WORK

Change Order #5 – Williams Roadworks Building

Inclusion: Electrical code upgrade

- Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions:

- Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

Change Order #6 – Provide & install (1) Pelican Control system at Behavioral Health

Inclusion: Controls to be included

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: ATTACHMENT B (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
1of 1	12/11/20	C/O#5 Electrical code upgrade	BD001	$2570.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Upgrade to current code electrical at Williams roadworks building			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 162 E Carson street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

FINDINGS

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

While under construction on the Colusa County Energy Conservation Project it was determined that the existing electrical at Williams roadworks building is out of code compliance. After a brief discussion it was determined that the electrical items within question be brought up to current code.

We are recommending that the AES has there electrician on staff make the small change necessary to ensure that the panel with the existing questionable items be brought up to da codes of today.

SCOPE OF WORK

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

1. Disconnect wires from buses and insure they are connected and landed in a manner that is within the electrical code.

Exclusions

1. Any additional items not mentioned within this change order will be considered as in addition to this work which will reflect in an additional change order.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: Change order 5 Williams roadworks electrical code improvement (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name:	Quote #:	Proposal Amount:
2of 1	12/11/20	C/O#5 Electrical code upgrade	BD001	$2570.00

TERMS	Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: _____ Date: _____

Aircon Energy, Inc.:

Authorized Signature: _____ Date: _____

Brent Dobson / Operation Manager

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: Change order 5 Williams roadworks electrical code improvement (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
1of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install (1) Pelican Control system at Behavioral health			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

FINDINGS

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

During the construction of a County wide Energy Conservation project it was brought to Aircon's attention that the Behavioral Health building was struggling to maintain comfort for the occupants inside the building. It appeared that the problems is within the existing Carrier VVT control system and is failing rapidly.

Upon inspection of the existing controls system by a Carrier VVT specialist it was determined that portions of the system were starting to go into a complete failure and causing severe comfort issues.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: Change order 6 B-Health controls upgrade (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
2of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

SCOPE OF WORK

We are proposing the following as a resolution to provide a more modern and manufacture supported Pelican control system that will allow Colusa County to utilize the new equipment being installed as part of the energy project to its highest efficiency possible.

Inclusions.

Controls to be included:

- Pelican Gateway
- (57) Pelican Zoning Thermostats
- (57) VVT Zone Damper Actuators
- (7) 8 Zone Modules
- (2) 24 Zone Modules
- (9) VVT Bypass Damper Actuators
- (8) Pelican Thermostats for Single Zone RTU
- Most of the existing wires can be reused and when it is not adequate, we will provide and install new.
- All necessary labor to ensure a proper installation is achieved.
- All work to be performed during normal business hours.
- Removal of the existing control system.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: Change order 6 B-Health controls upgrade (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #6	Quote #:	Proposal Amount:
3of 1	12/21/20	Provide and install (1) Pelican Control system at Behavioral health	BD001	$76,858.00

TERMS	Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: _____ Date: _____

Aircon Energy, Inc.:

Authorized Signature: _____ Date: _____

Brent Dobson / Operation Manager

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: Change order 6 B-Health controls upgrade (6321 : Approve Second Modification to Contract C20-057)

ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

Between

AIRCON ENERGY, INC.

And

COUNTY OF COLUSA

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

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Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

ENERGY SERVICES DESIGN AND INSTALLATION AGREEMENT

This ENERGY SERVICES DESIGN AND INSTALLATION Agreement (the "Agreement") is made and entered into as of April 7, 2020, by and between Aircon Energy, Inc., a California corporation, having its principal offices at 830 West Stadium Lane, Sacramento, California, (the "Company") and COUNTY OF COLUSA, having its principal offices at 547 Market Street, Colusa, CA. (the "County") for the purpose of developing and implementing cost effective energy conservation measures (ECM's) and providing other services designed to reduce the County's energy consumption at buildings which are described in Schedule A attached hereto (the "Premises").

RECITALS:

WHEREAS, the Company provides a service for reducing energy consumption and costs through the use of engineering analyses which properly balances Energy Consumption, Personnel Comfort and Equipment Quality and, as applicable, through energy saving devices acquired, designed for installation, installed, operated, managed and maintained by the Company;

WHEREAS, the Company warrants that it has fully investigated all relevant site conditions including asbestos, lead paint and other potentially hazardous materials/substances which may be encountered in performance of the work, and that the County has provided full and complete access to all areas where work is to be performed, and that the Company knows these areas to contain significant amounts of asbestos and asbestos containing materials, and that the County accepts complete responsibility for the removal and/or remediation of asbestos, lead paint and other potentially hazardous materials as such relate to the work unless specifically addressed in Section B; and

WHEREAS, the County has retained the Company to acquire, design the installation and install the Equipment, and to provide other services, all as more fully set forth herein, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the County and the Company agree as follows:

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

Section 1 Equipment Installation

Section 1.1 Installation. The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 270 calendar days from the Notice to Proceed. The Company will be authorized to commence work on the project from the issuance of a Notice to Proceed from the County to the Company.

Section 1.2 Installation Procedures. During installation of the Equipment, the County agrees that it shall not in any manner modify, change, inhibit or otherwise tamper with the Equipment; provided, that in the case of an emergency and with telephonic or other oral or written notice to the Company, if feasible under the circumstances, the County may take such steps as it deems necessary under the circumstances and shall be entirely responsible for such steps.

Section 1.3 Risk of Loss. Until each item of Equipment has been physically installed into the proper County owned facility the County shall not be responsible for any damage, mutilation, destruction or other loss to the Equipment except for any such loss directly caused by the negligence or intentional acts of the County.

Section 1.4 Change Orders. The County and the Company agree that any material changes, modifications, supplements, or other adjustments to the Equipment, not mandated by an emergency, shall only be made pursuant to a writing executed by both parties hereto.

Section 1.5 Permits. The Company will obtain all required permits. The County will issue fee-exempt permits on County's-owned facilities.

Section 2 Ownership of Property

Section 2.1 Ownership of Equipment. Upon issuance of the Final Notice of Completion for Completion of Work by the County as provided herein, the County shall own the Equipment.

Section 3 Equipment Location and Access

The County shall provide without charge to the Company mutually satisfactory space for the installation and operation of the Equipment. The County shall provide access to the Premises for the Company and its contractors, subcontractors, agents, employees or other designees during regular business hours, or such other hours as may be requested by either the Company or the County and approved by the County, to provide the services specified herein. Such approval shall not be unreasonably withheld.

Section 4 Equipment Service and Operation

Section 4.1 Actions by the Company. The Company shall provide all routine and special services, including adjustments to the Equipment during the first year following completion of the program, as necessary to perform all work described in Schedule B.

a) The Company shall prepare Operating and Maintenance manuals for all the Equipment. These manuals shall specify parameters, within which the County personnel can operate, maintain, adjust and alter the equipment for optimum operation consistent with energy

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

conservation objectives and human comfort needs.

b) Individually bound Operating manuals shall be provided for all new equipment. The Company shall furnish to the County five (5) copies of all such manuals on or before the commencement of the training of the County's personnel which the Company will provide as described in Schedule D.

Section 4.2 Malfunctions and Emergencies. The County shall make its best efforts to notify the Company within five (5) hours if it knows of (a) any material malfunction in the operation of the Equipment or any other facility for which the Company has any responsibility under Schedule B, or (b) any interruption or alteration of existing electrical circuits. The Company will respond via computer link within two (2) hours, and if an immediate site visit is necessary, within (24) hours, following such notification. When the Company has responded to problems which are not related, directly or indirectly, to the equipment or systems installed under this Agreement for which Company continues to have ongoing responsibility, the County agrees to reimburse the Company for the cost to respond at the Company's then current published rates.

Section 4.3 Actions by the County. County's staff is expected to operate any controls or systems installed under this Agreement consistent with County needs. Any changes made to the controls or systems must be documented in a work order such that Company is aware of changes which were made. The County shall reasonably act to protect the Equipment, Premises, and Personnel from damage or injury if, due to an emergency, it is not possible to notify the Company before so acting.

Section 4.4 Hazardous Waste and Asbestos. Certain of the structures on which the work described herein will be performed contain hazardous waste and hazardous materials, including, but not limited to, asbestos, lead paint, or other materials (collectively, the "hazardous materials"). It shall be the joint responsibility of the County and Company to determine whether or not such hazardous materials need to be removed or otherwise remediated prior to or during, the implementation of any (ECM) listed in Schedule B. All costs associated with such investigation, removal and/or remediation shall be paid for by the County unless specifically mentioned in Schedule B to be the Company's responsibility. Further, the County shall be solely responsible for providing any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising out of or in connection with the removal and/or remediation of hazardous materials not covered by the Company in Schedule B.

a) The County and the Company do hereby acknowledge and agree that, in the course of installing the Equipment in accordance herewith, the Company shall remove from the ceiling of the Premises certain fluorescent lighting ballasts which may contain Polychlorinated Biphenyls (PCBs) and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall be solely responsible for undertaking any and all notice, safety, containment, clean-up or other requirements, legal or otherwise, arising in connection with removal of the lighting ballasts and any PCBs and fluorescent lamps. The Company shall have all rights, duties, obligations and liabilities with respect to the receptacles into which such lighting ballasts and PCBs, if

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

any, and fluorescent lamps are deposited and the ultimate removal from the Premises and disposition of such lighting ballasts and any PCBs and fluorescent lamps. The County shall have no obligation, duty or responsibility in connection therewith.

b) In no event shall the Company be deemed to be a generator of hazardous materials or PCBs removed from the Premises with regard to this Agreement. The County shall provide the Company with the necessary EPA and State Generator Numbers for Manifesting purposes and the Company shall comply with County regulations pertaining to such manifesting.

Section 4.5 Rebates from Public Utilities. Any rebate for energy savings or other payment to be claimed from or paid by any public utility is to be applied for by the County. The Company shall, in a timely manner, prepare and coordinate all rebate applications with the Project Manager. An appropriately licensed California Registered Professional Engineer employed by the Company or its subcontractor shall sign such applications on behalf of the County. The Company will provide ALL necessary documentation which utility companies may require to enable the County to obtain applicable rebates.

Section 5 Responsibilities of the Company

Section 5.1 Work by Company. Without limitation the Company will design and install the Equipment in a manner that will conform to the standards described in Schedule C and perform all such other services and work as called for in this Agreement. To assure the applicability, economic viability and compliance of each ECM, the Company will perform a detailed review for each building listed in Schedule A, which will include as a minimum:

a) Interviews with the building management staff, maintenance personnel, and representative occupants in each building included in this Agreement.

b) Physical verification of existing equipment and conditions, and applicability of proposed modifications.

c) Utilizing spreadsheet energy models, an analysis of the heating and air conditioning system and its control operation, and an analysis of the energy usage considering factors such as the County load, working hours, building materials, etc.

d) A review of prior energy management efforts as discussed in information provided by the County.

e) Calculations of the estimated costs, savings, rebates and simple payback for each ECM.

For each individual ECM, the results of each of the foregoing activities with all relevant data, drawings and specifications are to be presented in written report form to the Project Manager before the specific ECM is implemented. The Company shall obtain written authorization from

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

the Project Manager prior to proceeding with such ECM.

Section 5.2 Approval of Equipment. The Company shall submit to the County for approval, not less than thirty (30) days before the start of installation, all equipment to be installed under each ECM. Within fourteen (14) days after receiving the submittal, the County will inform the Company in writing whether the piece of equipment is approved or rejected. If rejected the Company shall re-submit alternate equipment until approved.

Section 5.3 Subcontractors. Company agrees that if it contracts with any other contractors or subcontractors to undertake any activities hereunder or otherwise in connection with the Equipment, it shall be solely responsible for the employment and work performed by such contractors/subcontractors and the County shall have no responsibility whatsoever therefore. In employing any such contractors/subcontractors hereunder, the Company agrees to comply with all laws, rules and regulations and other requirements concerning such employment of contractors/subcontractors and agrees that the County shall have no responsibility whatsoever therefore. Accordingly, any repairs, maintenance, damages or other acts caused by any such Contractors/subcontractor shall be the sole responsibility of the Company.

Section 6 Acceptance of Equipment

Section 6.1 Final Notice of Completion. Following the completion of each ECM as listed in Schedule B, the Company shall obtain final inspection approval by the County, as necessary. Additionally, the Company and the County contract administrator and/or project manager will conduct a walk-through to verify the completeness and acceptability of the work. Deficiencies, if any, will be noted and the Company will provide a schedule for their correction. The County will provide timely responses to the corrective actions taken. Subsequent walk-through, as necessary, will verify proper corrective action has been taken. After the Company has demonstrated that the Equipment has satisfied or can reasonably be expected to satisfy the performance standards described in Schedule C, and upon completion of the training specified in Schedule D, and after the Company has furnished all reports and other documents called for herein, the Company shall request a Notice of Completion for that ECM. The County shall execute and deliver in not more than thirty (30) days after the request, a Notice of Completion as set forth in Schedule E. Upon completion of all ECMs the Company shall request a Final Notice of Completion. The County shall verify completion and execute and deliver in not more than thirty (30) days after the request, a Final Notice of Completion when the County deems the project to be complete as set forth in Schedule E.

Section 7 Compensation

As compensation to the Company for its complete performance hereunder, including the installation of the Equipment and other described services, the County agrees to pay $2,213,959.00 (TWO MILLION, TWO HUNDRED THIRTEEN THOUSAND NINE HUNDRED AND FIFTY-NINE DOLLARS AND NO CENTS) in accordance with the billing and payment procedures set forth in Schedule F, Section 15 and Schedule G.

Section 8 Casualty or Condemnation of Premises

If any fire, flood, other casualty, or condemnation renders a substantial portion of the Premises incapable of being occupied for a significant length of time and, in the case of a casualty, the

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

affected portion is not designated to be reconstructed or restored within a reasonable period of time from the date of such casualty, the Company may terminate that portion of the Agreement which relates to the affected Premises, by delivery of a written notice to the County. Upon such termination, the Company shall be paid in full all amounts then due and payable to Company in accordance with the provisions of this agreement and shall have the rights specified in Section 10.

Section 9 Events of Default

Section 9.1 Events of Default by the County. Each of the following events or conditions shall constitute an "Event of Default" by the County: Any failure by the County to perform or comply with the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein or failure to promptly pay the Company its compensation when due as required under paragraph 15.1 of Schedule F (General Conditions), provided that such failure continues for thirty (30) days after written notice to the County demanding that such failure to perform be cured.

Section 9.2 Events of Default by the Company. Each of the following events or conditions shall constitute an "Event of Default" by the Company:

a) Any representation or warranty furnished by the Company in this Agreement or pursuant to its performance hereunder that is or becomes false or misleading in any respect; or

b) Any failure of the Company to perform or comply with any of the material terms and conditions of this Agreement, including, without limitation, breach of any covenant contained herein, provided that such failure continues for thirty (30) days after delivery of written notice to the Company demanding that such failure to perform be cured.

Section 10 Remedies upon Default by the County

In the event any Event of Default by the County occurs, the Company may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees).

Section 11 Remedies upon Default by the Company

In the event any Event of Default by the Company occurs, the County may, without an election of remedies: Exercise all remedies set forth in Schedule F (General Conditions) and available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees). The County's right under this section shall be in addition to, and shall not affect or limit in any way, any termination rights granted to County under Schedule F.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

Section 12 Representations and Warranties

Each party warrants and represents to the other that:

a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

b) Its execution, delivery, and performance of this Agreement have been duly authorized by, and is in accordance with, its organic instruments or statutes, this Agreement has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid and binding obligation;

c) Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

Section 13 Applicable Law

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

Section 14 Compliance with Law and Standard Practices

Section 14.1 Laws, Ordinances, Codes and Regulations. The Company shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations including reasonable rules of the County relative to the services provided under this Agreement. All services performed by the Company must be in accordance with sound engineering practices and these laws, ordinances, codes, and regulations. The Company shall indemnify and save the County harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations as related to the services provided under this Agreement.

Section 14.2 Accidents. If a death, personal injury or property damage occurs in connection with the performance of this agreement, the Company shall immediately notify the County and the County by telephone. The Company shall promptly submit to the County a written report, in such form as may be required by the County which must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of the Company's subcontractor, if any; (3) name and address of the Company's liability insurance carrier; and (4) a detailed description of accident and whether any of County equipment, tools, material, or staff were involved.

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Section 15 Indemnity and Hold Harmless

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), the Company shall indemnify and save harmless, the County, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments and expenses of every type and description (hereafter collectively referred to as "liability"), including any liability attributable to death, personal injury or property damage, to which any or all of them may be subjected, by reason of , or resulting from, directly or indirectly, any act or omission of the Company, its officers, employees or agents in connection with the performance or nonperformance of this Agreement, excepting only such liability as may be caused solely by the active negligence or willful misconduct of a party indemnified hereunder. The foregoing shall include, but shall not be limited to, any attorney fees reasonably incurred by County. Company shall, upon request, defend at its sole cost any action, claim or suit which asserts or alleges any claim that is allegedly based, in whole or in part, directly or indirectly, upon any act or omission of Company, its officers, employees or agents in connection with performance or nonperformance of this Agreement. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable solely to the County's active negligence or willful misconduct, the County shall pay the portion of damages which is allocated to the County's active negligence or willful misconduct.

Section 16 Notices and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to the Company:
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834
Attention: Jeff Wagner, President

If to the County:
County of Colusa
547 Market Street,
Colusa, CA 95932
Attention: Wendy Tyler

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

Section 17 No Waiver

The failure of the Company or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the Company or the County.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

Section 18 Severability

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

Section 19 Approval of Subcontractors

In the execution of this Agreement it may be necessary for the Company to subcontract part of the work to others; however, the Company shall not award any work to any subcontractor without prior written approval of the County.

Section 20 Right-of-Way

All rights-of-way, easements, licenses for entry or other access necessary for the installation to be performed by the Company hereunder will be obtained by the Company with the County assisting on an as needed basis.

Section 21 Complete Agreement

This Agreement, when executed, together with all Schedules attached hereto, including, without limitation:

Schedule A	Description of The Premises
Schedule B	Scope of Work
Schedule C	Description of Performance Standards
Schedule D	Description of Training Program
Schedule E	Certificate of Acceptance
Schedule F	General Conditions
Schedule G	Payment Schedule

which are fully incorporated by reference herein, shall constitute the entire Agreement between the parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 22 Limitation of Rights to Parties

Except as may be provided in Section 15 above, nothing herein is intended or shall be construed to give any person other than the Company and the County any legal or equitable right, remedy or claim under or in respect of this Agreement, which is solely for the benefit of the Company and the County.

Section 23

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

COUNTY OF COLUSA

Approved as to Form:

BY: _____
Marcos Kropf, County Counsel

BY: _____
Denise J. Carter, Chair
Board of Supervisors

Approved by Board action on

April 7, 2020

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

By: _____
Patricia Rodriguez, Deputy Clerk

AIRCON ENERGY, Inc.

_____
Jeff Wagner
President

CORPORATE CERTIFICATE

I, Judy Lim certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract, that Jeff Wagner who signed said Contract on behalf of the Contractor, was then President of said Corporation, that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

SCHEDULE A Description of the Premises

INFRASTRUCTURE INCLUDED:

WILLIAMS ROAD DEPARTMENT
Williams Library
Plaza
Colusa Library/Environmental Health
Historic Courthouse/Hall of Records
Courthouse Annex
Behavioral Health
Human Health

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SCHEDULE B Scope of Work

PROJECT OVERVIEW

Aircon Energy, Inc., with the assistance of the personnel at County of Colusa, has developed twenty (20) Energy Efficiency Measures, nineteen (19) of which, are to be implemented throughout the County as a part of this project. These nineteen measures include comprehensive lighting retrofits, HVAC system replacements, and the installation of renewable energy generation systems. This contract scope represents the complete energy efficiency work of the project totaling $2,213,959. A breakdown of costs and savings associated with each measure can be found on the Energy Efficiency Measure (EEM) Table.

EEM #1: Road Department Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Road Department. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B1: Williams Road Department Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Shop	High Bay MH 400	15	465	N-HB140W-LED	140
Office	1x4x2 F032T8	14	59	R-24-2T8-LED	25
Office	Keyless 60w screw-in	1	60	R-Scr LED 12W	12
Storage	Keyless 300w inc	12	300	R-Scr LED 20W	20
Shop	Exit sign	1	20	N-Exit-LEDBB	3
Office	1x4x2 F032T8 - (1) WS	3	59	R-24-2T8-LED	25
RR	Drum 60w inc	3	60	R-Scr LED 12W	12
Office	2x4x4 F032 - (1) WS	2	118	R-24-4T8-LED	50
Office	1x4x2 F32 - (1) WS	2	59	R-24-2T8-LED	25
Exterior Shop	Flood MH 400	3	465	N-FL150W-LED	150
Exterior Shop	Wallpack MH 250 w/Photo cell	4	295	N-WP70W-LED	100
Exterior Shop	Pole light 150 HPS	2	188	N-FL70W-LED	70
Exterior Storage	High Bay MH 400	4	465	N-HB140W-LED	140
Exterior	Mini wallpack 26w CFL	4	26	N-WP15W-LED	15
Exterior	1x8x2 F96T12HO	4	160	R-18-4T8-LED kit	50

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

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2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED high bay lighting fixtures shall be MaxLite or equivalent.

   D. LED exit signs shall be Hubbell or equivalent.

   E. LED flood lights shall be MaxLite or equivalent.

   F. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

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8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #1: Road Department Comprehensive Lighting Retrofit.

EEM #2: Road Department Solar Project

This measure is the installation of a 30-kW (DC) renewable energy generation system at the County of Colusa Road Department facility, in Williams. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the table, or equivalent.

Table B2: Road Department Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Williams Road Department	Roof	29.62	SunPower	SPR-P19-395-COM	75
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SMA America	SB7.7-US	4	7.7	Unirac SolarMount Light Rail	SMA Sunny Portal

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Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.

4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

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F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

7) Notify the County Project Manager when this scope of work has been completed.

8) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

9) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

   A. The County and contractor shall be present during startup to witness proper startup procedure.

10) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

12) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #2: Road Department Solar Project.

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EEM #3: Williams Library Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library, in Williams. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B3: Williams Library Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Hallway	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Library	1x4x2 F032	36	59	R-24-2T8-LED	25
Library	Drum 26W CFL screw in	2	52	R-Scr LED 12W	24
RR	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Storage	Keyless 60w	2	60	R-Scr LED 12W	12
Storage	2x4x3 F32T8	2	89	R-24-3T8-LED	38
Storage	2x4x2 F32T8	2	59	R-24-2T8-LED	25
Breakroom	2x4x2 F32T8	6	59	R-24-2T8-LED	25
RR	1x4x2 F032	1	59	R-24-2T8-LED	25
Office	2x4x2 F32T8	2	59	R-24-2T8-LED	25
RR	Drum 2L 60w	2	120	R-2Scr LED 12W	24
Open Area	1x4x2 F032	12	59	R-24-2T8-LED	25
Exterior	Square 150 HPS	2	188	N-CP30W-LED	30
Exterior	Mini Floods 26CFL	2	26	N-FL15W-LED	15
Exterior	mini wallpack 100 HPS	2	138	N-WP30W-LED	30
Exterior	Can Light Par 20	3	75	R-CAN14W-LED	14

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED canopy lighting fixtures shall be MaxLite or equivalent.

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D. LED flood lights shall be MaxLite or equivalent.

E. LED wall packs shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

1. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

13) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #3: Williams Library Comprehensive Lighting Retrofit.

EEM #4: Plaza Comprehensive Lighting Retrofit

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This measure is the retrofit/replacement of various lighting systems at the Plaza facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B4: Plaza Comprehensive Lighting Retrofit

Existing				New	
Location	**Fixture**	**Qty**	**W**	**Retrofit Code**	**W**
Open Area	1x4x2 F032	12	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Hallway	Mini Wallpack 2pin 13w	3	30	N-WP15W-LED	15
Hallway	Mini Wallpack 2L 60w inc	1	120	N-WP15W-LED	15
County Coun.	Drum 1L 60w inc	2	60	R-Scr LED 12W	12
Office	1x4x2 F032 (1) WS	3	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Open Area	1x4x4 F032	4	118	R-24-4T8-LED	50
2nd Floor	1x4x2 F032	6	59	R-24-2T8-LED	25
RR	1x2x1 F017	2	32	R-12-2T8-LED	14
Hallway	Drum 1L 60w	2	60	R-Scr LED 12W	12
Copy Room	1x4x2 F032 (1) WS	3	59	R-24-2T8-LED	25
Storage	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Open Area	1x4x4 F032	4	118	R-24-4T8-LED	50
Open Area	1x4x2 F032	20	59	R-24-2T8-LED	25
RR	1x2x2 F017	2	32	R-12-2T8-LED	14
Office	1x4x2 F032	2	59	R-24-2T8-LED	25
Office	1x4x2 F032	3	59	R-24-2T8-LED	25
2nd Floor	1x4x2 F032	7	59	R-24-2T8-LED	25
2nd Floor	Recess Can PAR 30	1	60	R-Scr LED 12W	12
Exterior	Mini Wallpack 26w screw in	7	26	N-WP15W-LED	15
Exterior	Mini Wallpack HPS 150	1	188	N-WP30W-LED	30
Portable	2x4x3 F032	12	89	R-24-3T8-LED	38
Flag Light	Mini Flood 250 MH	1	295	N-FL100W-LED	100

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

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II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

C. LED wall packs shall be MaxLite or equivalent.

D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

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10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #4: Plaza Comprehensive Lighting Retrofit.

EEM #5: Plaza HVAC Replacement

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B5: Plaza HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
American Standard	YCC030F1M0BE	3.5	75	60	20	7.88	72.0%
Bard	WH421-A05VP4XXX	3.5	-	-	18	8.46	-
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Trane	4YCC4030A1070A	3.5	70	58		12.0	81.0%
Eubank	AVHA42ACA050NRA5EUB	3.5	-	-		10.0	-

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

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A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #5: Plaza HVAC Replacement.

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EEM #6: Plaza R-410A Replacement

This measure is the replacement of various HVAC equipment at the Plaza facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

Table B6: Plaza R-410A Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Granaire	WCA3422GKR2	3.5	-	-	5	10.7	-
Goodman	CAPF3642C6DB				17		
Tempstar	NTC6100GFA1	-	100	79	21	-	71.6%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	4YCC4030A1070A	3.5	-	-		12.5	-
Carrier	4YCC4030A1070A						
Carrier	AVHA42ACA050NRA5EUB	-	100	97		-	96.1%

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.
   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.
   B. Connect new equipment to existing connections, where possible.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #6: Plaza R-410A Replacement.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B7: Library/Environmental Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Open Area	1x4x2 F032	60	59	R-24-2T8-LED	25
Open Area	2x4x2 F032	6	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Open Area	4x4x8 F032	9	236	R-44-8T8-LED	100
Open Area	2x2x2 F017	7	32	R-12-2T8-LED	14
Open Area	1x4x2 F032	56	59	R-24-2T8-LED	25
Open Area	Can Lights PAR 38	20	60	R-Scr LED 12W	12
RR	Drum 2L 60w	2	120	R-2Scr LED 12W	24
Storage	1x4x2 F032	1	59	R-22-2T8-LED	25
Morse Rm	2x2x2 F017	6	32	R-12-2T8-LED	14
Morse Rm	Can Lights PAR 38	6	75	R-Scr LED 12W	12
Storage	Keyless 60w inc	2	60	R-Scr LED 12W	12
Hallway	2x2x2 F017	1	32	R-12-2T8-LED	14
Hallway	1x4x2 F032	1	59	R-24-2T8-LED	25
Hallway	1x4x2 F032	6	59	R-24-2T8-LED	25
Receptionist	1x4x2 F032	11	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Closet	Keyless 60w inc	2	60	R-Scr LED 12W	12
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	1	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Storage	1x4x2 F032 (1) WS	2	59	R-24-2T8-LED	25
Exterior	2x2x2 F017	2	59	R-12-2T8-LED	25
Exterior	Globe 100w inc	5	60	R-Scr LED 12W	12
Exterior	Wallpack 175 MH	1	215	N-FL70W-LED	70
Exterior	Mini Wallpack 100 MH	3	138	N-WP30W-LED	30
Exterior	Mini Flood 100MH	1	138	N-FL30W-LED	30

Scope of Work:

1) Wipe clean fixtures to be retrofitted.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED wall packs shall be MaxLite or equivalent.

   D. LED flood lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #7: Library/Environmental Health Comprehensive Lighting Retrofit.

EEM #8: Library/Environmental Health HVAC Replacement

This measure is the replacement of various HVAC equipment at the County of Colusa Library & Environmental Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B8: Library/Environmental Health HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
ICP	PGD090H200A	7.5	200	160	21	8.06	71.6%
Lennox	GCS24-953-200-1Y	7.5	200	160	24	8.80	70.4%
Amana	SPCG601153A	5	115	92	29	8.81	68.4%
Lennox	GCS24-1353-270-1Y	10	270	216	24	8.89	70.4%
ICP	PGD090H200A	7.5	200	160	20	8.10	72.0%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%
Carrier	48HCED06A2A5-0A0A0	5	115	90		12.5	81.0%
Carrier	48HCED12A2A5-0A0A0	10	224	184		12.0	82.0%
Carrier	48HCED08A2A5-0A0A0	7.5	180	148		12.0	82.0%

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

A. All existing connections to be reused where possible.

B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

7) New thermostat to be installed in place of existing thermostat.

    A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

            a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

    A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #8: Library/Environmental Health HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit

This measure is the retrofit of various lighting systems at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

Table B9: Courthouse/Records Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Hallway	Pendent	5	138	R-Scr LED 20W	20
Court Rm	Pendent	10	138	R-Scr LED 20W	20
Hallway	Pendent	3	138	R-Scr LED 20W	20
Atorney Office	Drum 200w inc	1	200	R-Scr LED 20W	20
Chamber	1x4x2 F032	12	59	R-24-2T8-LED	25
Chamber	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Assesor Office	2x4x2 F032	10	59	R-24-2T8-LED	25
Assesor Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2 F032	10	59	R-24-2T8-LED	25
Office	1x4x2 F032 (1) WS	4	59	R-24-2T8-LED	25
Copy Room	2x4x2 F032	1	59	R-24-2T8-LED	25
Copy Room	2x4x2 F032	10	59	R-24-2T8-LED	25
RR	1x4x2 F032	6	59	R-24-2T8-LED	25
Electrical RM	1x4x2 F032	1	59	R-24-2T8-LED	25
Rm 111	1x4x2 F032	20	59	R-24-2T8-LED	25
Rm 111	1x8x2 F96T12	6	128	R-18-4T8-LED kit	50
Rm 111	1x8x1 F96T12	2	68	R-18-2T8-LED kit	25
Rm 111	1x7x1 F72T12	2	128	R-18-4T8-LED kit	50
Rm 111	1x4x1 F48T12	1	59	R-24-2T8-LED	25
Mail Room	2x4x2 F032	10	59	R-24-2T8-LED	25
Storage	Keyless 60w inc	1	60	R-Scr LED 12W	12
Storage	1x4x2 F032	5	59	R-24-2T8-LED	25
Storage	1x8x2 F96T12	2	128	R-18-4T8-LED kit	50
Storage	1x8x1 F96T12	2	68	R-18-2T8-LED kit	25
Storage	1x4x2 F032	1	59	R-24-2T8-LED	25
Storage	Keyless 60w inc	1	60	R-Scr LED 12W	12
Storage	1x8x2 F96T12	2	128	R-18-4T8-LED kit	50
Storage	1x3x1 F025	1	28	R-13-1T8-LED	12
Storage	1x2x2 F017	1	32	R-12-2T8-LED	14
Storage	1x7x1 F72T12	2	128	R-18-4T8-LED kit	50
Storage	1x4x1 F032	1	59	R-24-2T8-LED	25
Break Rm	1x2x2 F017	1	32	R-12-2T8-LED	14
Hallway	1x4x2 F032	2	59	R-24-2T8-LED	25
Boiler	Keyless 60w inc	6	60	R-Scr LED 12W	12
Janitor	Keyless 60w inc	1	60	R-Scr LED 12W	12
Room 104	1x4x2 F032	4	59	R-24-2T8-LED	25
Room 102	2x4x2 F032 (1) WS	9	59	R-24-2T8-LED	25
Room 102	2x4x2 F032 (1) WS	6	59	R-24-2T8-LED	25
Room 102	2x4x3 F032	12	89	R-24-3T8-LED	38
Room 102	2x4x2 F032 (1) WS	5	59	R-24-2T8-LED	25
Room 108	1x4x2 F032	22	59	R-24-2T8-LED	25
RR	Keyless 60w	1	60	R-Scr LED 12W	12
Records	1x4x2 F032 (25' high)	144	59	R-24-2T8-LED	25
Records	1x4x2 F032	14	59	R-24-2T8-LED	25
Office	1x4x2 F032	2	59	R-24-2T8-LED	25
Storage	Keyless 26w.	3	60	R-Scr LED 12W	12
Hallway	2x4x2 F032	6	59	R-24-2T8-LED	25
Jurry	2x4x2 F032	8	59	R-24-2T8-LED	25
RR	Keyless 60 inc	4	60	R-Scr LED 12W	12
Janitor	Keyless 60 inc	1	60	R-Scr LED 12W	12
PayRuzz	1x4x2 F032	11	59	R-24-2T8-LED	25
Room 202	1x4x4 F032	26	59	R-24-4T8-LED	25
Room 202	1x2x2 F017	2	32	R-12-2T8-LED	14
Room 202	1x3x1 F025	2	32	R-12-2T8-LED	14

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

Scope of Work:

1) Wipe clean fixtures to be retrofitted.
2) Install new equipment according to manufacturer recommendations.
    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.
        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.
        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.
    B. A-19 screw-in LED lamps shall be MaxLite or equivalent.
3) Dispose of existing lamps/fixtures per code and or EPA requirements.
4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.
5) Notify the County Project Manager when this scope of work has been completed.
6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.
    A. All items on the punch list shall be completed.
        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.
        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.
7) Lighting manufacturer representative shall supervise startup of their equipment.
    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.
8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #9: Historic Courthouse/Hall of Records Comprehensive Lighting Retrofit.

EEM #10: Historic Courthouse/Hall of Records HVAC Replacement

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B10: Courthouse/Records HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	YCD049C3L0BE	4	90	73	22	9.61	72.1%
Trane	YCD037C3L0BE	3	80	65	22	9.61	72.1%
Trane	YCD037C3L0BE	3	80	65	22	9.61	72.1%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Trane	YHC048E3E0H	4	120	96		14.2	81.0%
Trane	YHC036E3E0M	3	80	64		12.4	80.0%
Trane	YCH036E3E0M	3	80	64		12.4	80.0%

Scope of Work:

1) Turn off power to existing equipment.

2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

      V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

   A. Thermostat to meet 2016 Title 24 guidelines.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #10: Historic Courthouse/Hall of Records HVAC Replacement.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

EEM #11: Historic Courthouse/Hall of Records R-410A Replacement

This measure is the replacement of various HVAC equipment at the Historic Courthouse & Hall of Records facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent, that utilizes R-410A. The following table details the equipment included in this measure.

Table B11: Courthouse/Records R-410A Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Tempstar	T2AS360GKBA100	5	-	-	12	11.00	-
Tempstar	NTC6100KJ	-	100	79	12	-	75.2%
ICP	PGE120H250AA--	10	250	200	12	9.49	75.2%
ICP	PGF330060K01A1	2.5	60	48	13	8.37	74.8%
ICP	PGF42080K01A1	3.5	80	64	13	8.37	74.8%
ICP	PGF330060K01A1	2.5	60	48	13	8.37	74.8%
New							
Make	Model	Capacity				Efficiency	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	24APB/CNPV	5	-	-		12.5	-
Carrier	59TP6A080E211120	-	80	78		-	96.5%
Carrier	48HCFD12	10	250	205		11.5	80.0%
Carrier	48VLNC3006030	2.5	60	49		11.5	81.0%
Carrier	48VLNC4209030	3.5	90	74		11.5	81.0%
Carrier	48VLNC3006030	2.5	60	49		11.5	81.0%

Scope of Work:

1) Turn off power to existing equipment.
2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.
   A. All existing connections to be reused where possible.
   B. Valve & cap or properly terminate all abandoned utilities and connections.
3) Remove existing equipment.
4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.
5) Set and install new high efficiency equipment.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

B. Connect new equipment to existing connections, where possible.

I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

a. Condensate to drain to acceptable location per code requirements.

II. Connect new unit to existing ductwork.

III. Connect electrical wiring to new unit.

a. Extend or shorten conductors and conduit as required to connect to new unit.

b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

i. All outdoor conduits shall be provided with liquid tight fittings.

ii. Maximum whip length is 6'-0".

IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #11: Historic Courthouse/Hall of Records R-410A Replacement.

EEM #12: Courthouse Annex Comprehensive Lighting Retrofit

This measure is the retrofit of various lighting systems at the Courthouse Annex facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure. (Due to the length of the table it has been included as the following page.)

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Table B12: Courthouse Annex Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Entrance	2x4x2	6	59	R-24-2T8-LED	25
Entrance	2x2x2 F017	3	32	R-22-2T8-LED	14
RR	1x4x2	10	59	R-24-2T8-LED	25
Elevator	1x4x2	1	59	R-24-2T8-LED	25
Court Rm	2x4x3	14	89	R-24-3T8-LED	38
Court Rm	Recess Can	7	60	R-Scr LED 12W	12
Probation Officer	2x4x3	12	89	R-24-3T8-LED	38
Copy Room	1x4x2	4	59	R-24-2T8-LED	25
Office A	2x4x4	2	118	R-24-4T8-LED	50
Hallway	2x4x2	1	59	R-24-2T8-LED	25
Hallway	2x2x2	8	32	R-22-2T8-LED	14
Clerck Office	2x4x3 (3) WS	18	89	R-24-3T8-LED	38
Clerck Office	PAR 30	3	60	R-Scr LED 12W	12
Clerck Office	2x2x2 F017	2	32	R-22-2T8-LED	14
Office	2x4x4	4	118	R-24-4T8-LED	50
Records	2x4x3	4	89	R-24-3T8-LED	38
Judge	2x4x3	8	89	R-24-3T8-LED	38
Break room	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Hallway	2x2x2 F017	3	32	R-22-2T8-LED	14
Janitor	1x4x2	1	59	R-24-2T8-LED	25
Office	1x4x2	3	59	R-24-2T8-LED	25
RR	1x4x2	4	59	R-24-2T8-LED	25
Hallway	2x2x2 F017	1	32	R-22-2T8-LED	14
Hallway	1x2x2	1	32	R-12-2T8-LED	14
Electrical RM	1x4x2	2	59	R-24-2T8-LED	25
Open Area	1x4x2	8	59	R-24-2T8-LED	25
Exterior	Pole 12' 175 MH	2	215	N-SB70W-LED	70
Exterior	Recess Can 8" 100w	8	100	R-Scr LED 12W	12
Exterior	100w wallpack	1	138	N-WP30W-LED	30
Phone Rm	1x4x2	6	59	R-24-2T8-LED	25
Court RM	2x4x3	3	89	R-24-3T8-LED	38
Civil Unit	1x4x2	1	59	R-24-2T8-LED	25
Civil Unit	2x4x3	5	89	R-24-3T8-LED	38
Civil Unit	1x4x2	1	59	R-24-2T8-LED	25
Civil Unit	1x4x2	6	59	R-24-2T8-LED	25
Civil Unit	1x4x2	3	59	R-24-2T8-LED	25
Civil Unit	1x4x2	3	59	R-24-2T8-LED	25
Pole Light	Shoe Box Brown LU250	5	295	N-SB100W-LED	100
Office	2x4x3 (3) WS	6	89	R-24-3T8-LED	38
Hallway	2x2x3 F017	2	48	R-24-3T8-LED	21
Copy Room	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	5	89	R-24-3T8-LED	38
Room 202	2x4x3	6	89	R-24-3T8-LED	38
Room 102	2x4x3	6	89	R-24-3T8-LED	38
Exterior Wall	MH250	4	295	N-WP90W-LED	90
Pole Light	Shoe Box 250 square	16	295	N-SB100W-LED	100

Scope of Work

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

    A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

        I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

        II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

    B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

    A. All items on the punch list shall be completed.

        I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

        II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

    A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

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9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #12: Courthouse Annex Comprehensive Lighting Retrofit.

EEM #13: Courthouse Annex Boiler System Replacement

This measure is the replacement of a boiler system on the roof of the County of Colusa Courthouse Annex facility, in Colusa. This measure replaces the existing boiler system, sized to supply heating hot water (HHW) to both floors of the building, with a system that has been sized to supply HHW to only the first floor. The following table details the equipment involved in this measure.

Table B13: Courthouse Annex Boiler System Replacement

Existing					
Make	Model	Capacity		Age	Thermal Efficiency
		In [kbtuh]	Out [kbtuh]		
Raypak	H1-926C-BCAHCAA	926	759.32	26	62.8%
New					
Make	Model	Capacity			Thermal Efficiency
		In [kbtuh]	Out [kbtuh]		
Laars	MT2H 500	500	425		85.0%

Scope of Work:

1) Demolition work shall include removal of one (1) existing boiler on the roof of the Courthouse Annex.

   A. Disconnect the electrical connection and terminate in a safe manner for use by the new equipment.

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B. Disconnect the gas connection and cap and terminate in a safe manner for use by the new equipment.

C. Isolate the heating water piping to the boiler from the main system.

D. Disconnect or isolate domestic cold-water make-up when piping requires.

E. Remove anchor bolts in the base to the support frame.

F. Remove the boiler from the roof.

2) Install non-condensing boiler in the location of the first boiler removed.

A. No disruption to the building occupants is permitted without prior written approval of the County Project Manager.

3) Provide the following item in the cold-water make-up to the system:

A. Install Watts Regulator ½" reduced pressure backflow preventer Series 009 with quarter turn ball valves model 009QT-½ (or equivalent) in the cold-water makeup, if there is not one already installed. Verify existing conditions.

I. Provide air gap fitting at back flow preventer as required by field conditions. Watts Regulator Model No. 909AGA (or equivalent).

B. Include new bronze pressure reducing valve Watts Regulator adjustable from 25 to 75 PSI (or equivalent)

I. Do not reuse the existing pressure reducing valve.

II. Set to 28 PSI.

III. Similar to model number N55BUM1.

IV. Provide 3½" pressure gauge similar to Ashcroft 1005PH with range of 0 to 60 PSI (or equivalent)

a. Install isolation valve at base of gauge for ease of replacement.

b. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B-¼ threaded body. (or equivalent)

4) Connect the heating water supply line from the existing piping to the new modulating style boiler.

A. New piping shall be schedule 40 black steel pipe with cast iron fittings or,

B. Copper type 'L' with wrought copper fittings and silver solder.

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C. No dissimilar metals permitted. If the existing piping is copper, the use of steel piping is unacceptable, and the installation shall be changed at no additional cost to the County.

5) The boiler shall be a Laars Mighty Therm 2 MT2H 500 or equal rated at 500,000 BTU/Hr, input.

A. Connect the heating water return line from the existing piping to the new boiler.

B. Install tangential air separator, 2 1/2" inch on the return line near the cold-water make-up connection to the system.

C. Install line size isolation valves at each boiler for future service and repair without isolating both boilers.

I. Valve shall be quarter turn stainless steel ball type with bronze or brass body similar to Milwaukee Valve Model No. BA-475B threaded body for lines 2" and smaller (or equivalent).

II. Over 2" isolation valves shall be Milwaukee Valve quarter turn butterfly wafer style valves placed between two flanges (or equivalent) or equal. Verify size for actual valve selection.

6) Reconnect the existing electrical service to the new boiler.

A. Include J-box as required for a clean installation.

B. Whip shall not exceed 6'-0".

7) Reconnect the existing gas piping to the new boiler connection.

8) Install the load circulating pump to operate the building heating coils.

A. One Grundfos MAGNA 3 Centrifugal Smart Circulator, 115V, 1 ph, 60Hz w/VFD or equal.

I. Pump is suitable for use with 30% propylene.

9) Remove existing expansion tank and install new bladder type ASME expansion tank. Connect to the existing piping – no isolation valve is permitted between the water service to the boiler and the expansion tank. Should one be included for future maintenance purposes, the handle must be removed to avoid unintentional isolation during regular operation.

A. Extrol 10.9 gal (ASME) Vertical 125# or equal.

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10) Install thermometer wells and isolation valves at the branch (primary) service to the new boiler piping connections to the load loop.

A. Wells and sensors provided and installed by mechanical contractor.

B. Thermometers provided by mechanical contractor.

I. Install minimum of two Weiss Industrial Glass type Thermometers Model No. A9VU35-240 with a range of 30 to 240°F in 2° increments. (or equivalent)

a. Locate one in the heating return water line and one in the heating supply water line.

11) The boiler venting will be supplied by the boiler manufacturer as an outdoor venting kit and installed as required by manufacturer's recommendations.

12) Electrically connect new boiler when they are installed by contractor.

13) Electrically connect new building load pump as required by the mechanical scope of work.

A. Install additional line voltage wiring as required for controls – time clock and relays. Coordinate with mechanical contractor.

14) Controls wiring and conduit by controls contractor. Control of the new boiler shall be electrical controls only. No direct digital controls system is included within this scope of work.

A. Controls contractor shall mount and install the digital time clock similar to the Intermatic 7-day programmable model number 1NA92 or equal.

I. Provide additional contacts as required to control pump motors, boiler start and stop, etc.

15) The system shall be started up utilizing the manufacturers recommended procedures.

16) After the boiler has the startup documentation completed:

A. Report completion of the project measure so a review by the County and by Aircon Energy Inc. can be completed and a punch list can be generated.

B. Upon completion of the punch list item(s), submit a notice of completion to Aircon Energy Inc.

C. Aircon Energy Inc. shall submit a notice of completion to the County.

I. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

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17) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #13: Courthouse Annex Boiler System Replacement.

EEM #14: Courthouse Annex Solar Project

This measure is the installation of a 94-kW (DC) renewable energy generation system at the County of Colusa Courthouse Annex facility, in Colusa. The proposed solar array shall be a carport mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B14: Courthouse Annex Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Courthouse Annex	Carport	93.96	SunPower	SPR-E20-435-COM	216
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M80U-121	1	83	Baja Construction SSS-BSP	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.

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A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

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8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

   A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #14: Courthouse Annex Solar Project.

EEM #15: Behavioral Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the Behavioral Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

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Table B15: Behavioral Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Exterior	Mini WP 100 MH	2	138	N-WP30W-LED	30
Exterior	Wall Pack MH250	7	295	N-WP90W-LED	90
Exterior	Shoe Box 250W	16	295	N-SB100W-LED	100
Waiting Room	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Hallway	2x2x3	20	89	R-22-3T8-LED	38
Office	2x2x3	3	89	R-22-3T8-LED	38
Office	2x2x3 (1) WS	2	89	R-22-3T8-LED	38
Computer Rm	2x2x3 (1) WS	3	89	R-22-3T8-LED	38
Room 304	2x2x3	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Ocffice	2x4x3	3	89	R-24-3T8-LED	38
Confrence Rm	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	12	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Janitor	1x4x2 (1) WS	1	59	R-24-2T8-LED	25
RR	1x4x2	2	59	R-24-2T8-LED	25
Back Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Ofice	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Room 319	1x4x2	1	59	R-24-2T8-LED	25
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	3	89	R-24-3T8-LED	38
Breakroom	2x4x3	4	89	R-24-3T8-LED	38
Open Area	2x4x3	6	89	R-24-3T8-LED	38
office	2x4x3	3	89	R-24-3T8-LED	38
Room 103	2x4x3	12	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
AOD	2x4x3	6	89	R-24-3T8-LED	38
Main Hallway	2x2x3 F017	2	89	R-22-3T8-LED	38
Main Hallway	2x4x3	14	89	R-24-3T8-LED	38
Hallway	2x4x3	6	89	R-24-3T8-LED	38
Office	2x4x3 (1)WS	2	89	R-24-3T8-LED	38
RR	1x4x2	2	59	R-24-2T8-LED	25
Breakroom	2x4x3 (1) WS	4	89	R-24-3T8-LED	38
Janitor	1x4x2	1	59	R-24-2T8-LED	25
Room 334	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
Office	2x4x3 (3) WS	9	89	R-24-3T8-LED	38
Hallway	2x4x3	10	89	R-24-3T8-LED	38
Offices	2x4x3 (9) WS	30	89	R-24-3T8-LED	38
Office	1x4x2	3	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25

Scope of Work

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to

1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. LED wall packs shall be MaxLite or equivalent.

   C. LED cobra heads shall be NLS Lighting or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

10) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #15: Behavioral Health Comprehensive Lighting Retrofit.

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EEM #16: Behavioral Health HVAC Replacement

This measure is the replacement of various HVAC equipment at the Behavioral Health facility, in Colusa. This measure will replace the included equipment with equivalently sized high efficiency equipment from the same manufacturer, or equivalent. The following table details the equipment included in this measure.

Table B16: Behavioral Health HVAC Replacement

Existing							
Make	Model	Capacity			Age	Curr Eff	
		Tons	In [kbtuh]	Out [kbtuh]		EER	Thermal
Carrier	48HJD007G--541--	6	72	59.04	17	10.07	75.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-036060501AD	3	60	47.20	17	9.88	72.0%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48GX-042060501AD	3.5	60	47.20	18	9.83	71.6%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48HJD005G--551--	4	72	59.04	17	10.11	75.0%
Carrier	48GX-042060501AD	3.5	60	47.20	18	9.83	71.6%
Carrier	48HJD006G--541--	5	72	59.04	17	10.07	75.0%
Carrier	48HJD007G--551--	6	72	59.04	17	10.07	75.0%
Carrier	48HJD007G--541--	6	72	59.04	17	10.07	75.0%
Carrier	48GX-024040301AD	2	40	32.00	17	9.88	73.3%
Carrier	48GX-036060501AD	3	60	47.20	17	9.88	72.0%
New							
Make	Model	Capacity			Efficiency		
		Tons	In [kbtuh]	Out [kbtuh]	EER	Thermal	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL360605_	3	60	48.00	12.0	80.0%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48VL42060_5_	3.5	60	47.10	12.0	78.5%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48HCDA05_5_	4	72	59.04	13.0	82.0%	
Carrier	48VL42060_5_	3.5	60	47.10	12.0	78.5%	
Carrier	48HCDA06_5_	5	72	59.04	12.5	82.0%	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48HCDA07_5_	6	72	59.04	12.0	82.0%	
Carrier	48VL24040_3_	2	40	32.40	12.0	81.0%	
Carrier	48VL360605_	3	60	48.00	12.0	80.0%	

Scope of Work:

1) Turn off power to existing equipment.

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2) Disconnect existing equipment from all connections (anchorage, wiring, ducting, controls, etc.), make safe, and terminate for reuse.

   A. All existing connections to be reused where possible.

   B. Valve & cap or properly terminate all abandoned utilities and connections.

3) Remove existing equipment.

4) All potentially hazardous fluids to be evacuated out of existing equipment, where applicable; all fluid and equipment to be disposed of per code and or EPA requirements.

5) Set and install new high efficiency equipment.

   A. Replacement units to be charged with R-410A, effectively reducing or eliminating the use of R-22 at facility.

   B. Connect new equipment to existing connections, where possible.

      I. Connect existing or install new Schedule 40 PVC condensate drain with clean out per unit specification.

         a. Condensate to drain to acceptable location per code requirements.

      II. Connect new unit to existing ductwork.

      III. Connect electrical wiring to new unit.

         a. Extend or shorten conductors and conduit as required to connect to new unit.

         b. Conductors shall be copper +THWN 90°C where installed outdoors (copper THHN 75°C where installed indoors).

            i. All outdoor conduits shall be provided with liquid tight fittings.

            ii. Maximum whip length is 6'-0".

      IV. All equipment shall be provided with a new fusible disconnect (or reuse existing where possible) fused to match maximum over-current rating specified by manufacturer.

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V. Installed equipment, electrical breakers, and disconnect switches pertaining to installed equipment shall be labeled per the existing or new equipment nomenclature.

6) Anchor unit per manufacturer's specifications and code requirements.

7) New thermostat to be installed in place of existing thermostat.

A. Thermostat to meet 2016 Title 24 guidelines.

8) Startup equipment in accordance with manufacturer's recommendations.

9) Notify the County Project Manager when this scope of work has been completed.

10) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

11) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #16: Behavioral Health HVAC Replacement.

EEM #17: Behavioral Health Carport Solar Project

This measure was not selected for inclusion in the scope of this final project. Instead the following measure, EEM #18, was selected for inclusion in this project.

EEM #18: Behavioral Health Solar Project

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This measure is the installation of an 81-kW (DC) renewable energy generation system at the County of Colusa Behavioral Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B18: Behavioral Health Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Behavioral Health	Roof	81.4	SunPower	SPR-P19-395-COM	206
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M60U-121	1	66	SunPower Helix ST	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.
2) All work shall be in accordance with all local governing codes.
3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.
4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.
    A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.
5) All equipment shall be installed in accordance with manufacturer's specifications.
    A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

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B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

F. Only high-quality fasteners shall be used (stainless steel is preferred).

G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

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10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

11) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #18: Behavioral Health Solar Project.

Optional Measure: Behavioral Health Roof Restoration

This measure is a multi-process restoration of the roof at the County of Colusa Behavioral Health facility, Colusa. The existing roof is a typical speculative grade built-up roof (BUR) with a mineral surfaced modified cap sheet. The roof is suffering from the effects of exposure to environmental conditions over the course of the past 20 years. This measure proposes to rectify various existing issues and reseal the roof such that roof life may be extended for an additional 15+ years.

Scope of Work:

1) The roof is to be examined to locate any areas of concern, in addition to those identified during the IGA, and assess the level of severity.

   A. The main BUR surface shall be inspected to identify areas of granule deterioration, alligatoring, blistering, and splits.

   B. Any additional preexisting conditions determined to be outside of the scope of this measure shall be brought to the attention of the County Project Manager, to determine further course of action.

   C. All roof penetrations and jack flashings shall be inspected to identify areas that pose the potential for leaks.

   D. All base and wall flashings shall be inspected to identify areas of granule deterioration and slippage.

   E. Parapet walls shall be inspected to locate any hairline cracks in the stucco.

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F. The coping atop the parapet walls shall be inspected to identify areas of overlap seal deterioration.

2) All areas of concern in the BUR surface and penetration, base, and wall flashings are to be resealed using the three-course method.

A. Locations that require spudding will have gravel removed no less than 4" around the area to be resealed.

I. Prevent further propagation of splits and cracks by perpendicular termination and secure termination on both sides, where possible.

B. Clean repair side surface in preparation of mending.

C. Measure and cut strips of reinforcement fabric that are to be used to strengthen the seal.

D. A base layer of plastic cement is to be laid down over the repair site, no less than 4" around.

E. Embed reinforcement fabric in base layer of plastic cement.

F. A top layer of plastic cement shall be laid to completely seal the repair site.

G. Gravel (if spud) or granules shall be generously spread over the repair site to prevent exposure of repair site to UV rays.

3) All hairline cracks in parapet wall are to be seal with Garland Tuff Coat, or equivalent.

4) Coping to be resealed with industry approved sealant in any area where the overlap seal is deteriorating.

5) The Aircon Energy, Garland Roofing Products Representative and County project managers shall perform a walkthrough, with the building inspector, and develop a punch list.

A. All items on the punch list shall be completed.

I. All customer, inspector, or product representative directed corrections and changes shall be undertaken at no additional cost to the customer.

a. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with

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applicable governing codes; or in this case, Garland Roofing to insure the new warranty is upheld.

6) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for Optional Measure: Behavioral Health Roof Restoration.

EEM #19: Human Health Comprehensive Lighting Retrofit

This measure is the retrofit/replacement of various lighting systems at the Human Health facility, in Colusa. This measure will replace outdated lighting equipment with LED equivalents. The following table details the equipment included in this measure.

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Table B19: Human Health Comprehensive Lighting Retrofit

Existing				New	
Location	Fixture	Qty	W	Retrofit Code	W
Exterior	Flood 250W	1	295	N-SB100W-LED	100
Exterior	Barn Light 175 MH	4	215	N-BL45W-LED	45
Exterior	PT Globe	4	138	R-Kit30W-LED	38
Entrance	2x4x3	1	89	R-24-3T8-LED	38
Office	2x4x2	1	59	R-24-2T8-LED	25
Open Area	2x4x3	20	89	R-24-3T8-LED	38
Office	2x4x3 (1) WS	1	89	R-24-3T8-LED	38
Breakroom	2x4x3 (1) WS	2	89	R-24-3T8-LED	38
RR	2x4x3	2	89	R-24-3T8-LED	38
Office	2x4x3	2	89	R-24-3T8-LED	38
Office	2x4x3	5	89	R-24-3T8-LED	38
Storage	1x4x2	2	59	R-24-2T8-LED	25
Main Hallway	1x4x2	5	59	R-24-2T8-LED	25
Office	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Breakroom	1x4x2 (1) WS	2	59	R-24-2T8-LED	25
RR	A19	3	60	R-Scr LED 12W	12
RR	1x1x2 F017	2	32	R-12-2T8-LED	14
Office	1x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Open Area	1x4x2	27	59	R-24-2T8-LED	25
Office	1x4x2	4	59	R-24-2T8-LED	25
Open Area	1x4x2 (1) WS	18	59	R-24-2T8-LED	25
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
IT Room	2x4x2	2	59	R-24-2T8-LED	25
Electrical RM	1x4x2	1	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Office	2x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	1	59	R-24-2T8-LED	25
Lobby	2x2x2 F017	6	32	R-22-2T8-LED	14
Hallway	1x4x2	3	59	R-24-2T8-LED	25
RR	1x1x1 F017	2	32	R-12-2T8-LED	14
RR	Recess can PAR 30	2	60	R-Scr LED 12W	12
Public Health	1x4x2	3	59	R-24-2T8-LED	25
Hallway	1x4x2	6	59	R-24-2T8-LED	25
Breakroom	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Office	1x4x2	3	59	R-24-2T8-LED	25
Office	1x4x2	2	59	R-24-2T8-LED	25
Office	1x4x2	6	59	R-24-2T8-LED	25
Office	1x4x2 (1) WS	4	59	R-24-2T8-LED	25
Storage	Keyless 60w	1	60	R-Scr LED 12W	12
Janitor	Keyless 60w	1	60	R-Scr LED 12W	12
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
Office	2x4x2 (1) WS	2	59	R-24-2T8-LED	25
RR	1x1x2 F017	2	32	R-12-2T8-LED	14
Open	1x4x2 (1) WS	17	59	R-24-2T8-LED	25

Scope of Work:

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1) Wipe clean fixtures to be retrofitted.

2) Install new equipment according to manufacturer recommendations.

   A. Linear LED T8 lamps shall be Truly Green Solutions or equivalent.

      I. Due to numerous ballast designs and topologies, this lamp should be tested on a few existing ballasts before mass quantities are installed.

      II. Not intended for use with older dedicated voltage (120V or 277V) ballasts. These ballasts have electronic components that degrade over time and may become unsuitable for the new LED T8 lamp.

   B. A-19 screw-in LED lamps shall be MaxLite or equivalent.

   C. LED flood lights shall be MaxLite or equivalent.

   D. LED barn lights shall be MaxLite or equivalent.

3) Dispose of existing lamps/fixtures per code and or EPA requirements.

4) A count of all fixtures and replacement part numbers will be provided to County of Colusa.

5) Notify the County Project Manager when this scope of work has been completed.

6) The Aircon Energy and County project managers shall perform a walkthrough of the completed equipment installation and develop a punch list.

   A. All items on the punch list shall be completed.

      I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

      II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

7) Lighting manufacturer representative shall supervise startup of their equipment.

   A. The County and contractor shall be present during startup to witness the startup and to learn from the factory representative about important issues surrounding their equipment.

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8) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

9) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

   A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

1) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #19: Human Health Comprehensive Lighting Retrofit.

EEM #20: Human Health Solar Project

This measure is the installation of a 71-kW (DC) renewable energy generation system at the County of Colusa Human Health facility, in Colusa. The proposed solar array shall be a roof mounted system with energy production monitoring. The following table details the equipment included in this measure. Installed equipment will be as presented in the following table, or equivalent.

Table B20: Human Health Solar Project

Location	Mount	Size (DC) [kW]	Panel		
			Make	Model	Qty
Human Health	Roof	71.1	SunPower	SPR-P19-395-COM	180
Inverter				Additional Equipment	
Make	Model	Qty	Size (AC) [kW]	Racking	Monitoring
SunPower (Delta Electronics)	M60U-121	1	66	Unirac SolarMount Light Rail	Deck/Also Energy

Scope of Work:

1) The contractor shall provide all labor, materials, tools, equipment, transportation; hoisting, rigging, insurance, etc. for all work herein specified and or required to complete the project to the IOM representative (Technical Officer) satisfaction.

2) All work shall be in accordance with all local governing codes.

3) The contractor shall submit shop drawings for the IOM technical officer review and record drawings for all work provided under this contract.

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4) The contractor shall evaluate the structural integrity of the proposed mounting surface(s)/structure(s) prior to installation.

   A. Should it be determined that the existing structure requires improvements in order to support the photovoltaic (PV) system, and all associated equipment and mounting hardware, the cost of such improvements are NOT covered under the cost of this measure and will require a Change Order.

5) All equipment shall be installed in accordance with manufacturer's specifications.

   A. Ensure design and installation meets local utility interconnection requirements. Any conditions, not identified prior to the installation process, found to require correction or modification by the utility or the client for proper system installation and issuance by the utility of Permission to Operate are NOT covered under the cost of this measure, and will require a Change Order.

   B. For roof mounted installations, all roof penetrations shall be properly sealed using industry approved methods that do not adversely impact the roof warranty.

   C. PV system equipment shall be installed such that shading due to foliage, vent pipes, and adjacent structures has been minimized.

   D. All materials used in this project shall be manufacturer listed and approved, which have been designed to resist stresses stemming from exposure to extreme temperatures, direct sunlight, corrosion, and weather effects, within the limits to which the system was designed.

   E. Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.

   F. Only high-quality fasteners shall be used (stainless steel is preferred).

   G. Any pre-existing conditions, not identified prior to the installation process, found to require correction or modification for proper system installation are NOT covered under the cost of this measure, and will require a Change Order.

6) Notify the County Project Manager when this scope of work has been completed.

7) The Aircon Energy and County project managers shall perform a walkthrough, with the building inspector, of the completed equipment installation and develop a punch list.

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A. All items on the punch list shall be completed.

I. All customer directed corrections and changes shall be undertaken at no additional cost to the customer.

II. Corrections and changes are limited to scope of work issues, workmanship deficiencies, and installation errors in accordance with applicable governing codes.

8) The PV system shall not be put into operation prior to the approved Permission to Operate (PTO) date.

A. The County and contractor shall be present during startup to witness proper startup procedure.

9) Provide a summarized written report of the start-up results for delivery to Aircon Energy project manager.

10) Aircon Energy shall file a notice of completion with the County upon acceptance of the installation.

A. The warranty period shall begin upon submission of the notice of completion, as this marks the beginning of system operational/useful life.

6) All items NOT included are specifically excluded.

This concludes the Scope of Work for EEM #20: Human Health Solar Project.

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Supplemental General Conditions to the Scopes of Work

This project shall be conducted under the direction of Aircon Energy Inc. and reviewed by the County of Colusa. All work shall satisfy the requirements of the 2016 California Mechanical Code, 2016 California Electrical Code, 2016 California Building Code and NFPA requirements. No building permits shall be obtained, and no fees related to building permits shall be assessed. However, this does not allow the installing contractor to take shortcuts that are not common practice or are in violation of the building codes. Additional standards of excellence include SMACNA Sheet Metal Installation Manual, ASHRAE Standards, and rules and regulations adopted by the County at the time this project contract is issued. In all cases, the manufacturer's installation standards shall be followed and submitted to the County at the time of submittal review.

If there are any existing conditions that are in violation of the standards mentioned above, it is the contractor's responsibility to bring it to the attention of the County's Project Manager's attention. If these scopes call for work in excess of the code standards, the scopes shall prevail since the Codes represent "minimum" standards of excellence.

Startup & Training:

Each piece of equipment installed will include measure specific training, up to a full-day training course (for large mechanical equipment), for up to six attendees, which will cover all one needs to know in order to properly use and maintain all of the installed equipment. Staff will be trained on the architecture of the new equipment and shown how to properly service each item, when necessary. Proper start and stop procedures will be covered, as improper use could potentially shorten a piece of equipment's lifespan. Factory representative startup is included for all lighting measures. On top of the training course, equipment product data, Owner/User's Manual, warranty contact information, warranty log sheets, and maintenance log sheet will be provided in a binder for the successful utilization and maintenance of the installed equipment.

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Warranty:

Aircon Energy shall provide a limited "parts and labor" warranty for a minimum of 12 months from the date of equipment startup or 18 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for installation, operation and maintenance have been followed.

Warranty excludes parts associated with routine maintenance. Where manufacturer's warranty periods are greater than 12 months an extended "parts only" warranty will be provided.

Safety Concerns:

Safety at the project sites is first and foremost important to the County, Aircon Energy Inc., and to the installing subcontractors. There shall be a mandatory safety meeting conducted under the direction of the Aircon Energy Project Manager and/or Safety Officer. Safety is the responsibility of all workers during the course of the project.

1) All injuries, regardless how small, shall be reported to the project manager and shall be attended to immediately.
2) If any employee observes violation of any known safety guidelines, they are to report infractions to the project manager immediately.
3) Work space cleanup is required at the end of each workday.
    A. Failure by any subcontractor to keep the work area clean will result in the space being cleaned by someone else and the contractor will be charged for the services provided.
    B. Weekly safety meetings to be conducted.

Exclusions:

1) ASBUILTS.
2) Structural modifications, supports or structural engineering are not included unless new equipment weight exceeds existing equipment per limits as defined in Title 24 CBC.
3) Pre-existing conditions of any kind.
4) No provision is included in this scope for asbestos or lead testing and/or removal or delays associated with the remediation process.

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5) There will be no building permit fees regarding this project as there are no charges by the County for work related to County projects.
6) Title 24 and Energy Star Related Documentation
    A. The work related to this project is an energy project. No Title 24 energy documentation shall be included as part of this work.
    B. No equipment compliance documentation shall be included since the equipment provided under this scope of work is of the highest efficiency available.
    C. No Energy Star documentation shall be included within this scope of work.
7) Overtime. Any and all work that is specified by building owner or tenant, to be performed after regular business hours shall be charged the overtime rates that apply, which range from time-and-a-half to double time.
8) Any additional work that may be necessary, either by request of owner/tenant, or upon discovery while on the job, or as a result of additional requirements by the inspector, may be subject to additional cost beyond the above quoted measure/project cost. The additional work, if any, will be addressed with a "change order." No additional work shall be performed without agreement and signature of the change order by both parties.

Engineering:

1) Aircon Energy shall provide engineering services for the development of plans.
    A. The equipment and materials specified in the scope of work are recommended by the Company and the County has agreed upon to implement as part of this Project with the intention of providing:
        I. Improved technologies
        II. Reduced operating costs to the customer
        III. Reduced first cost to the contractor
        IV. Quieter operation
        V. Simplify installation
        VI. Reduce maintenance requirements
        VII. Reduced greenhouse gas emissions

Greenhouse Gas Emission Considerations:

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1) This project is being undertaken and funded due, in part, to consideration to greenhouse gas emissions.
    A. The contractor shall consider the effect of disposal of old equipment, evacuation of the refrigerant and oil, reuse of old piping and materials, in-as-much as it keeps these items out of the landfills and disposal sites.
2) If materials can be recycled, obtain weight of products that can be recycled.

County Responsibility:

1) The County shall provide the following at no additional cost to the company:
    A. Use of electrical power
    B. Access to the building during after-hours for the construction crews where installation of the new work is required. This shall include County personnel as required to satisfy the requirements of the County.

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SCHEDULE C Description of Performance Standards

1. All installation engineering designs are to be documented as being in compliance with all applicable codes, laws, rules and regulations.

2. All Equipment is to be installed in a workmanlike manner and in compliance with all applicable codes, laws, rules, and regulations. All Equipment shall be fully warranted against defects, including malfunction, for a minimum one (1) year period from the date of the Notice of Completion for each ECM. Extended manufacturers' warranties (e.g., electronic ballasts) shall be passed through to County for the County's benefit.

3. The Equipment shall be demonstrated to be performing in a manner that satisfies manufacturer's specifications and the application requirements. Satisfactory operation of both the new and modified equipment must be demonstrated before the Final Notice of Completion.

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SCHEDULE D *Description of Training Program*

Energy Services Project Training

Aircon Energy will work closely with the County's building maintenance staff to provide initial training to all operation and maintenance personnel.

The initial training, which will occur during the implementation of the project, will consist of an overview of the project. The intent of the project and how the operations of the buildings will change will be explained. The emphasis will be on achieving the energy savings of the project while maintaining or improving the comfort of the occupants. Two (8) hour training sessions will be provided by Company for County staff.

SCHEDULE E *Certificate of Acceptance*

Certificate of Acceptance

COMPLETION OF WORK

The undersigned, a duly authorized officer of County of Colusa, does hereby execute and deliver this Certificate of Acceptance for completion of all work associated with the _____ phase of the _____ building to Aircon Energy, Inc. under and pursuant to Section 6 of the Energy Services and Design Installation Agreement between Aircon Energy, Inc. and County of Colusa.

The County does hereby agree to pay in full, for the above described work all amounts due and owing to the Company in accordance with the agreement.

By: _____
Authorized Officer
County of Colusa

Date: _____, 2020

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SCHEDULE F General Conditions

1. INTENT:

1.1 It is the intent of this Agreement that the Company furnish a job complete in all respects, and that the Company shall do and finish everything called for, implied or indicated as necessary to properly complete the job.

2. DEFINITIONS:

2.1 Except as otherwise provided in this Schedule F, all the terms defined in the Energy Services Design and Installation Agreement between Aircon Energy, Inc. and County of Colusa, of which this Schedule F is a part, are incorporated by reference herein.

2.2 County: The term "County" or pronouns in place of the same where used herein shall mean County of Colusa.

2.3 Board: The term "Board" shall mean County of Colusa Board of Supervisors or its designated representatives.

2.4 County Representatives:

A. Contract Administrator. The term "Contract Administrator" shall mean the authorized personnel chosen to represent the County.

B. Project Manager: The term "Project Manager" shall mean the Facility Manager of the County who shall be the County's person responsible for the coordination and supervision of the Project.

2.5 Company: The term "Company" or pronouns in place of the same where used herein shall mean the company to whom the Agreement for the work described and specified herein has been awarded by the County Board of Supervisors.

2.6 Change Order: The term "Change Order" shall mean a County-approved authorization document that alters, adds to or deducts from the Agreement work.

2.7 Inspector: The term "Inspector" shall mean the Project Manager or his or her designee who shall review, inspect and approve all work performed by the Company before it is accepted by the County.

2.8 Days: The term "Days" shall mean calendar days.

3. BONDS REQUIRED:

3.1 Before commencing any work under the Agreement, the Company shall file a Performance Bond and a Payment Bond, each for a sum equal to 100% of the Agreement Price, with the County. These bonds shall be subject to the approval of the County Board of

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Supervisors . They shall be surety bonds; shall be issued by corporations duly and legally licensed and admitted to transact business in the State of California as a surety insurer, shall be issued at the expense of the Company; and shall be maintained by it and at its expense until the issuance of a Final Notice of Completion and release of final payment to Company by the County, or later as specified in section 5.1 hereof.

4. INSURANCE REQUIREMENTS:

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. The Contractor shall obtain, and maintain, at his own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for contract execution as defined in the 00300 BID FORM herein.

The Notice to Proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the County. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.

4.1 Commercial General Liability (CGL)

Contractor shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with the following coverage(s).

(a) Personal Injury and Bodily Injury, including death resulting there from.
(b) Property Damage.
(c) Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of $5,000,000.00.

The following endorsements must be provided in the policy:
If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

A. The policy must cover personal injury as well as bodily injury.

B. Blanket contractual liability must be afforded, and the policy must be afforded, and the policy must contain a cross liability or severability of interest endorsement.

C. County of Colusa, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.

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Nothing contained in this contract shall be construed to require Contractor's insurance to indemnify the County in contravention of Insurance Code 11580.04.

4.2 Workers' Compensation and Employer's Liability Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor will be required to secure the payment of compensation to his employees.

The Contractor shall sign and file with the Owner the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Notwithstanding the foregoing provision, before the Contract is executed on behalf of the Owner, a bidder to whom a contract has been awarded shall furnish certificate of insurance or certificate of permission to self-insure. Said certificates shall provide that 30 days' notice of cancellation or change shall be afforded Owner.

4.3 The following requirements apply to all insurance to be provided by Contractor:

A. A certificate of insurance shall be furnished to the County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) work days.

B. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

C. Approval of the insurance by the County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this contract.

4.4 The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

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GUARANTEE FOR TOTAL WORK:

5.1 Prior to acceptance of the Work by the County, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows:

WARRANTY FOR _____

This work has been constructed in accordance with the Contract Documents, and the work as installed will fulfill the requirements of this warranty, and any other warranty therefore, included in the Contract Documents. We agree to repair or replace any and all of our work together with any other adjacent work which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by Owner, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion by the County Council.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefore on demand.

Signed: _____ 902305
Contractor License Number

5.2 ADDITIONAL GUARANTEES

Additional guarantees shall be provided as required in the technical sections of the Contract Documents.

6. PAYMENT OF FEDERAL, STATE OR COUNTY TAXES:

6.1 Any federal, state or County tax payable on articles furnished by the Company, under the Agreement, shall be included in the Agreement price and paid for by the Company.

7. ASSIGNMENT OF AGREEMENT:

7.1 Neither party to the Agreement shall assign the Agreement without the written consent of the other party, nor may the Company assign any moneys due or to become due it thereunder without the written consent of the County.

8. SEPARATE AGREEMENTS:

8.1 The County reserves the right to make other agreements in connection with this work. The Company shall afford all such other contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with the Company's work; and shall fully cooperate with them to the end of facilitating the work.

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9. ALTERATIONS, ADDITIONS OR DEDUCTIONS/CHANGE OF AGREEMENT:

9.1 All specifications shall be subject to approval of the Project Manager. No modification or deviation from the specifications will be permitted. However, within the limits allowed by law, the County without invalidating the Agreement, may request extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. Such modification of the Agreement (Agreement Change Order) shall be signed by the Company and approved by the County in accordance with its established procedures and specifications for public works contract modifications.

9.2 All Change Order work shall be executed under the conditions of the original Agreement except that any claim for extension of time caused thereby shall be addressed at the time of such Change Order.

9.3 The County shall have the authority to order changes in an emergency endangering life or property. Requests for all other modifications shall be in the form of a written order from the County. Change orders executed by all parties shall be the only basis of a claim for an addition to the Agreement sum.

9.4 Both parties agree that either credit to or charges against the County shall be determined as follows:

A. If the Agreement change is deductive, the County shall be given credit equal to the actual value of such labor and material plus 15% for associated overhead.

B. If the Agreement change is additive, the County shall pay the Company:

(1) The value of additional labor, material and equipment.

(2) 15% for overhead and 10% for profit.

C. If the Agreement change is both deductive and additive, the Company's percentage for overhead and profit shall be added to the net additive amount only. Likewise, the percentage for associated indirects will be added to the net deductive amount only.

9.5 If the Company claims that any instruction by drawings or otherwise involves extra cost under the agreement, it shall give the Contract Administrator and Project Manager written notice thereof within ten (10) days after receipt of such instructions, and in any event before proceeding to execute the work except in emergencies endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

9.6 When the County and Company are unable to agree upon the cost or time change of any change, the County's estimate of such cost or time change shall be used unless the Company presents proof to the County's satisfaction that the County's estimate is in error prior to the final payment.

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9.7 Documents Issued After Contract Award

A. Cost Request Bulletins: The Owner may, from time to time during the course of the Work, issue Cost Request Bulletins describing additional Work that may be desirable to include or delete from the Contract, by subsequent Change Order. The Contractor shall respond to Cost Request Bulletins in a thorough and timely manner, identifying separately and fully the costs of the proposed additional or deleted work as described in the Change Order provisions. Failure by the Contractor to respond in a timely manner or adequately describe the costs fully to Cost Request Bulletins and as a result, delaying the timely performance of the Contract shall not constitute justification for time extension.

B. Field Orders: The County shall retain the right to issue Field Orders to the Contractor describing changes necessary or desirable to the work that may not involve additional cost or extension of the Contract time. Field Orders shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Should the Contractor determine that there is cost or time impact to the Work due to the Field Order, he shall immediately notify that fact in writing to the County describing the anticipated impacts, and request issuance of a Change Order. Each Field Order shall receive a written response from the Contractor, acknowledging receipt, describing the action and time of completion for the work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required by the Field Order stating that the work is complete and ready for inspection.

C. Change Orders: The Owner reserves the right to require the Contractor to process and implement Change Orders in a timely fashion to add to or delete from the Work of the Contract.

D. County Directives: The County reserves the right to issue County Directives to require correction or repairs to the Work, or to require the contractor to bring into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. County Directives shall be promptly executed and are not grounds for adjustment to the time or cost of Contract. Each County Directive shall receive a written response from the Contractor, acknowledging receipt, describing the action and the time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the County upon completion of the Work required stating that the Work is complete and ready for inspection.

E. Requests for Information: The Contractor will address all Requests for Information (RFI) and questions to the project manager. The County will respond with clarifications in a reasonable time. It is incumbent upon the Contractor to submit RFIs in a timely manner. RFIs shall not constitute justification for time extension to the contract.

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10. DELAYS IN COMPLETION:

10.1 The Company shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) delays in work being completed by the County, delays in approval of plans, specifications, submittals, by the County and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Company, or if prevented by conditions directly resulting from the execution of agreements or the placing of orders by the federal government or its authorized agencies or representatives, which are required by law to be given priority but provided that whenever the Company shall claim that delays are due to any or all of the above-named causes, it shall within five (5) days after the occurrence of such cause or causes of delay notify the County in writing of the cause(s) for delay, the expected length of such delay(s), and shall request an extension of time. If the County finds that such cause or causes of delay exist, it shall grant the Company an extension of time equal to the delay resulting from such cause or causes or the County may, at its option, rescind said Agreement and pay the Company the reasonable value of the work completed. No claim for extra compensation due to any delay shall be submitted by the Company or granted by the County.

11. TERMINATION FOR CONVENIENCE:

11.1 County may, for its convenience and without cause, terminate the work in whole or in part at any time by written notice to Company stating the extent and effective date of such termination, whereupon Company shall (1) stop all Work and place no further orders or sub-agreements for materials, services, equipment, or supplies, except as may be necessary to complete portions of the Work not terminated; (2) assign to County, in the manner and to the extent directed by County, work orders, purchase orders and sub-agreements outstanding; (3) terminate work orders, purchase orders, and sub-agreements outstanding to the extent that they relate to the terminated portion of Work and are not assigned to County; (4) take any necessary action to protect property in Company's possession in which County has or may acquire an interest; (5) complete performance of the un-terminated portion of the Work; and (6) take any other action toward termination of the Work which County may direct.

11.2 County's Right to Carry Out the Work: If the County determines that the Contractor, without just cause, fails or refuses to employ an adequate working force, or to employ them for the maximum number of hours per day as permitted by law or by shifts of his working forces as would be sufficient, in the opinion of the County to complete the Work in accordance with the approved project schedule or within the time previously approved by the County for extension thereto, then after formal notice to the Contractor, the County shall have right to complete the Work or have the Work completed by such means and in such manner, by contract or otherwise as permitted by law, as the County may deem necessary and deduct the actual costs, including additional administrative cost, from the Contract by Change Order.

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11.3 After receipt of a notice of termination, Company shall submit to County a written termination claim setting Company's claim for final compensation due, if any, in the form and with the certification which County may prescribe. Such claim shall be submitted promptly, but in no event more than thirty (30) days after the effective date of termination. County shall compensate Company for the reasonable value of all work performed by Company prior to the effective date of termination as determined by County. The parties shall use their best efforts to resolve any dispute over the amount of such final compensation.

12. TERMINATION OF THE AGREEMENT; LIQUIDATED DAMAGES:
:

12.1 Each of the cited conditions in this Agreement, whether preceding or following this paragraph, is to be considered material and failure to comply with any of such conditions by the Company will be deemed a breach of the Agreement.

12.2 Should the Company fail to perform any of the provisions of the Agreement, the County shall have the right, whether or not an alternative right is provided, to declare the Agreement terminated.

12.3 On the Agreement being so terminated, the Company shall immediately remove from the premises all or any materials and personal property belonging to it which has not been used in the construction of the work.

12.4 **The** time limit specified in Section 1 is of the essence of this Contract. Company shall complete the Project by the Completion Date specified in Section 1 unless County agrees in writing to an extension of time. Failure to complete the work within the time and in the manner provided for by this Agreement shall subject Company to liquidated damages. The actual occurrence of damages and the actual amount of the damages which County would suffer if the work were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include, but are not limited to, loss of the use of the facilities costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Company to complete the work within the time specified. Company agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Company. The amount of liquidated damages to be paid by Company to County for failure to complete the work as specified in this Agreement will be two hundred dollars ($200) for each day by which completion of the work is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Company's default. In the event Company shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Company, until the liability of Company under this Section has been fully satisfied. If the Retention is not sufficient to discharge all

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liabilities of Company incurred under this Section, Company and Company's sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

13. OWNERSHIP OF DATA:

13.1 The ownership of all data collected for use by Company under this Agreement, together with working papers, drawings, and other material necessary to a complete understanding of the plans and necessary for the practical use of plans shall be vested in County following compensation to Company for services. Company may retain a copy of all work for his own use.

Company shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to County as part of this Agreement.

13.2 The Company shall perform the work required under this Agreement with the assistance of Computer Aided Design and Drafting (CADD) Technology. At any time, the Company shall deliver to the County, on request, the diskette or CD that contains the files in ".dwg format" (minimum R14 AutoCAD), and the supplier of the software and hardware necessary to use the design files.

15. PAYMENT AND COMPLETION:

15.1 PAYMENTS:

A. Schedule of Major Parts: Before any payment under this Contract becomes due, Company shall prepare a schedule of the estimated values of each of the various major parts of the job and the total of all parts which shall equal the contract sum. Said schedule shall be on a Payment Request Form supplied by the County and shall be subject to County's approval. The values in said schedule shall then be used by the County for verifying the amount of each progress payment.

B. Application for Payment: Once each month, Company shall prepare and forward to County a statement in writing, updating the approved Schedule of Major Parts, indicating the total amount of the work done and the acceptable materials furnished and delivered by Company on the ground and not used, or acceptable materials furnished and stored (if such storage is subject to or under the control of the County), for use in the performance of this Contract to the time of such statement and the value thereof. Payment of undisputed contract amounts is contingent upon the Company furnishing the County with a release of all claims against the County arising by virtue of this contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the question of the release as provided upon the Schedule of Major Parts.

C. Per section 20104.50 of the Public Contract Code:

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(1) Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than fourteen days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.
A "progress payment" includes all payment due contractors, except the portion of the final payment designated by the contract as "Security."

D. Retaining Five Percent As Security: County shall retain five percent (5%) of the value of the work done, and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of this Contract by Company (Retention).

Upon the County's written approval of Company's statement, the County shall, within 30 days of receipt, pay to Company, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of law or of this Contract. No such statement or payment shall be construed to be an acceptance of any defective work or improper materials.

E. Correction of Statement and Withholding of Payment: No inaccuracy or error in said statement shall operate to release Company or any surety from damages arising from such work or from enforcing each and every provision of this Contract. The County shall have the right to adjust any payment request, or to recover any payment made for work performed, so long as any lawful or proper direction concerning the Work, or any portion thereof given by The County shall remain uncompleted.

F. Withholding Additional Amounts: In addition to the amounts which the County may retain as provided hereinabove, the County may withhold a sufficient amount or amounts of any payment or payments otherwise due to Company as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Company or any subcontractor for labor or materials furnished in or about the performance of the work on the project under this Contract;

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2. For defective work not remedied;

3. For failure of Company to make proper payments to any of his subcontractors; and

4. Reasonable doubt that the contract can be completed for the balance then unpaid.

G. Disbursement of Withheld Amounts: County may apply such withheld amount or amounts to the payment of such claims, in its discretion. In so doing, County shall be deemed the agent of Company and any payment so made by County shall be considered as a payment made under this Contract by County to Company, and County shall not be liable to Company for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. County will render to Contractor a proper accounting of such funds disbursed on behalf of Company.

H. Liens and Stop Notices:

1. Should Stop Notices be filed with the County Board of Supervisors or County Auditor/Controller, the County shall withhold the amount required from payments until such claims shall have been resolved pursuant to law, (Civil Code Section 3179, et seq). The County will not be responsible for the filing of Stop Notice on behalf of any Claimant.

2. Upon filing a Stop Notice, the Claimants shall provide a certified copy of the copy of the Stop Notice to the County as prescribed in General Conditions Section 10.2, Notices. Failure to provide a copy to the County may impact the effectiveness of the ability of the County to withhold funds in a timely or effective manner.

At the election of the County, Company shall provide, within ten (10) days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Company and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

15.2 PROJECT COMPLETION

Substantial Completion: The Company shall, in writing, submit a request for an inspection for Substantial Completion of the Work when he feels that the Work is substantially complete and at least 30 days prior to the completion date established in the Notice to Proceed plus any extensions granted in approved Change Orders. The County shall determine the validity of the request and respond stating a time and date of the inspection, including for attendance by any consultants responsible for review of the Work and other parties as the County may desire in attendance. A Punch List of items to be completed and/or corrected shall be prepared by the Company and presented to the County with the request for inspection. The Company shall certify that the remaining items of work shall be completed within 30 days and that the

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remaining items of work do not in any way negatively impact the Company's full and complete use of the Work. Failure to include any items on the punch lists shall not alter the responsibility of the Company to complete all the Work in accordance with the Contract Documents.

Prior to the Substantial Completion Inspection and within sufficient time for review by the County and his consultants, the Company shall submit all record drawings, catalog data, complete operating and maintenance instructions, certificates, warranties, written guarantees and related documents as required by the Contract. The County and his consultants shall review the submittals, and if the request for the inspection is valid, conduct an inspection of the Work. The County shall review the Punch List, incorporating additional comments from the inspection for completion and/or correction by the Company for a Final Punch List.

Within 30 days of the request for inspection and upon completion of all of the Final Punch List items, the Company shall submit a "Contractor's Notice of Final Completion" in conformance with the Final Close Out Procedures within the Contract Documents. Failure by the Company to complete any items on the Final Punch List within 30 days of the request for Substantial Completion Inspection enables the County to require performance of same by the Company's Surety or otherwise arrange for completion of those items of work and to deduct all costs thereof, as well as any liquidated damages or actual damages incurred from the Final Payment by means of deductive Change Order.

The County, upon agreeing that the Work is complete after completion of all Final Punch List items, and upon receipt of the fully executed Affidavit of Final Payment and the required Maintenance Bond and in accordance with all other provisions for project close out described in 9.2B. Final Completion and Acceptance, shall issue a Certificate of Completion to the Company and present a recommendation for acceptance and filing of a Notice of Completion at the next regularly scheduled meeting of the Board of Supervisors.

15.3. FINAL COMPLETION AND ACCEPTANCE OF THE WORK: Final Completion and acceptance of the Work shall be made in accordance with the following steps and conditions:

1. Contractor's Notice of Final Completion: Contractor shall submit to County written notice that the Work is complete and ready for final inspection and acceptance.

2. Final Inspection: Upon receipt of "Contractor's Notice of Final Completion" the County shall promptly make final inspection.

3. Company Submittals: Company shall submit the following to the County before final inspection and after required corrections and/or repairs have been made:

A. Affidavit for Final Payment: After the completion of the work of this Contract, the Company shall file with the County his affidavit sworn to before a notary public stating that all workmen and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that

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there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in connection with which notices to withhold have been filed under the statutes of the State of California. The filing of such affidavits by the Company shall be condition precedent to Company's receipt of the final payment on this Contract.

B. Guarantees: Company shall submit a guarantee in accordance with Division 00600 Guarantee for Total Work of these Contract Documents, and any additional Guarantees required by the technical provisions of the Contract Documents.

1. County's Final Certificate of Completion: Following completion of the above the County shall file a certificate, over the County signature, stating the Work has been given a final inspection and approval by him, that the above required documents have been submitted, and that the Work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof.

2. Notice of Completion and Acceptance: This notice shall be submitted by the County for approval by the Board of Supervisors stating the substantial completion date and defining the project and the parties of the project Agreement. The notice will then be submitted to the County Board of Supervisors for acceptance of the Work by the Board of Supervisors in regular session.

3. Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County: Acceptance of the Work by County, and the recording of the "Resolution Authorizing Execution of Notice of Completion and Acceptance of Contract by County", provided the Work shall be then fully completed and the provisions of this Contract fully performed in all completed respects will be made only by action of the County Board of Supervisors in regular session.

4. Certificate of Final Payment: Thirty-five (35) days after the filing of the above described resolution, the County shall present a "Certificate of Payment" to the stating that the entire balance found to be due Company, and noted in said certificate, is due and payable.

5. Approval of Final Payment: Following receipt of said "Certificate of Final Payment" by the Office of the County Manager, said Auditor will issue final payment to be paid on account thereof to the Company.

16. PAYMENT OF WITHHELD FUNDS:

16.1 In accordance with the provisions of Section 22300 of the Public Contract Code, the Company will be permitted to substitute securities for any moneys withheld by the County to insure performance under the agreement. This section shall not apply to money withheld by the County in response to claims filed pursuant to Civil Code 3179, et. seq. or as liquidated

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damages.

17. INSPECTION AND PAYMENTS/DEFECTIVE WORK:

17.1 The fact that the work and materials have been inspected from time to time and payments on account have been made, does not relieve the Company from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Company and issuance of a Final Notice of Completion by the County.

18. COMPLIANCE WITH LAWS AND REGULATIONS:

18.1 Compliance with Laws and Regulations - Indemnity: Contractor shall keep himself fully informed of the ordinances and regulations of County, and of all Federal and State laws in any manner affecting the performance of this Contract or those engaged therein, and any and all orders and decrees of governmental bodies or officials having any authority or jurisdiction over the same. Company shall himself observe and comply with and shall cause all his agents, employees and subcontractors to observe and comply with all such ordinances, regulations, laws, orders, and decrees. Company shall save harmless and indemnify County and all its officers and employees against any liability or claim arising from or based upon the violation of any such ordinance, regulation, law, order, or decree, whether by himself, his agents, employees, or his subcontractors.

18.2 Federal and State Laws and Regulations: The scope of work on project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.

B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.

C. Title 19 of the California Administrative Code entitled "Public Safety" 1, State Fire Marshall, Sub-Chapter 1, "General Fire and Panic Safety".

D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.

E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State

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Laws or Regulations. Nothing in these plans and specifications is to be construed to permit work not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations, though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

18.3 LAW; VENUE: This agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in County of Colusa and such County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES:

19.1 The Company shall indemnify and save harmless County of Colusa and all persons acting under it for all liability on account of any patent rights, copyrights or trade names which may affect the articles or materials or their application under the specifications. The Company shall pay all royalties or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment and shall hold the County harmless from any charges whatsoever which may arise and shall furnish written assurance satisfactory to the County that such charges have been paid.

20. QUALITY OF MATERIALS AND LABOR:

20.1 All materials used on this Agreement shall be new and the best market quality unless otherwise approved in writing by the County. All labor used on this Agreement shall be competent and skilled for the work. All work executed under this Agreement shall be done in the best, most thorough, substantial and worker like manner and in accordance with all applicable codes. All material and labor shall be subject to the approval of the County as to its quality and fitness and shall be immediately removed if it does not meet with approval. The County may refuse to issue any Notice of Completion until all defective materials or work have been removed and other material of proper quality substituted therefore.

21. USE OF OLD MATERIAL:

21.1 Old material removed from buildings in the execution of this Agreement may be used provided that it be put in first class condition and appearance and is fully equal to new. But no old material shall be so used until it has been specifically examined and approved in writing by the County.

22. STAKES AND BENCHMARKS:

22.1 All stakes, boundary lines, benchmarks or survey marks, etc., which have been or

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may be established in the building, or in any part of the site, shall be carefully preserved and respected by the Company.

23. LAYING OUT WORK:

23.1 All work pertaining to this Agreement shall be laid out on the premises by the Company who shall be held responsible for its correctness.

24. CARE OF EXISTING BUILDINGS, SITES, WORK AREAS, AND PUBLIC PROPERTY:

24.1 The Company shall take all actions and previsions necessary to prevent and preserve all existing structures and facilities. The Company shall be held responsible for the care and preservation of adjacent premises and coterminous property. Any parts of them injured, damaged, or disturbed because of its work, shall be repaired, replaced or cleaned by the Company at its expense to the original or better condition.

24.2 The Company and/or its subcontractors are solely responsible for the protection of existing equipment (desk, chairs, computers, etc.) in the area where work is being performed. Broken or damaged equipment, articles, etc. shall be recorded and notification given to the Project Manager. The Company and/or its subcontractors shall be solely responsible for the cost and/or replacement of any damaged or broken equipment, articles, etc.

24.3 Protection of the Public and Adjacent Public Property: All laws and ordinances for the protection of the public shall be complied with. The Company shall be responsible for any damage of any kind to adjacent property. The County may reject any means, methods, techniques, sequences or procedures proposed by the Company which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the acceptance nor the failure to reject any means, techniques, sequences and procedures by the County shall relieve the Company of his responsibilities to safely and properly complete the Work.

24.4 Safety Precaution and Programs: The Company expressly undertakes, both directly and through his subcontractors, to take every precaution at all times for the protection of persons, including employees, and property. The Company shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.5 Emergency Safety Action: In an emergency affecting the safety of life or property, including adjoining property, Company, without special instructions or authorization from County, is authorized to act at Company's discretion to prevent such threatened loss or injury. Contractor shall also so act if instructed to do so by County.

24.6 Use of Streets and Sidewalks

A. Obstruction or Interference with Travel: Company shall not unnecessarily, in the judgment of County, obstruct or otherwise interfere with travel over any public streets, way or sidewalk, nor shall Company store, stockpile or place

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thereon any equipment, materials or supplies without first obtaining the authorization of County, and then only within such limits as County may designate.

B. Vacate for Public Use: Those parts of public streets, ways and sidewalks that are occupied by Company shall be immediately vacated by Company and returned to public use when Company's use thereof is no longer necessary for the prosecution of the Work.

25. MAINTENANCE OF EXISTING STRUCTURES AND CONDUITS:

25.1 The Company shall take all actions and precautions necessary to protect and preserve all existing structures and facilities. The removal and/or replacing of any existing structures, pipes, conduits, pavements, etc., necessary for the proper completion of any work herein specified shall be performed by the Company and no claim for extra work shall be made for such removal and replacement.

25.2 In case it shall be necessary to remove any telephone, telegraph or electric power transmission poles, water pipes, electrical conduits, or underground structures of any character or any portions thereof, the owner or owners or their agents or superintendents shall be notified by the Company and the Company shall make the necessary arrangements for such removal. The right is reserved to the County and to the gas, water, telephone, telegraph and electrical power transmission companies to enter upon the work for the purpose of making repairs and changes that have become necessary by reason of the work specified herein.

26. DECISIONS:

26.1 The Contract Administrator shall, in all cases, determine whether the amount and quality of the several kinds of work which are to be paid for under this Agreement are in accordance with this Agreement.

26.2 The County, through the Contract Administrator and/or Project Manager, shall have power to cause all or any part of the work to be pushed with greater diligence when delayed or stopped. Such power shall include requesting overtime work as necessary to make up for delayed work at the Company's expense.

27. INSPECTION OF WORK:

27.1 The Company shall provide sufficient safe and proper facilities at all times for the full inspection of the work by the representatives of the County, both at the building and at various shops where it may be going on.

27.2 All work shall be inspected and approved by the County Project Manager or other designated County's representative before it is covered up in such a manner as to prevent proper inspection. The Company shall give the County adequate notice to conduct inspections. Failure

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by the Company to provide adequate notice shall not constitute a cause for delay.

28. CONFERENCES:

28.1 At any time during the progress of the work, the Contract Administrator or Project Manager shall have authority to require the Company to attend a conference of any or all of the contractors engaged in the work; and any notice of such conference shall be duly observed and complied with by the Company.

28.2 Weekly conferences between the Company and the County shall be held to review the project status. This will also review the work projected to be completed before the next meeting. The conferences may be held at different intervals if requested by either the Company or the County and agreed to by both parties. The Company will take minutes of each meeting and distribute them as appropriate within five (5) days of the meeting.

29. SUBCONTRACTORS:

29.1 The Company shall be solely responsible for any and all of the work done by its subcontractors or other employees.

29.2 The Company shall be solely responsible to assure that the work performed by its subcontractors conforms to all applicable laws, rules, codes and regulations -with respect to design, installations, safety, etc. The Company shall be solely responsible for its subcontractors to minimize interference's and disruptions to the building owner and tenants, to perform their work in a worker-like manner, and to properly protect the surroundings from damage while they are working.

29.3 It shall be the Company's duty to see that all of its subcontractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials; and that all damage caused by them or their workers is properly made good by them or by the Company at no cost to the County.

29.4 Contractor's License: A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Company's License shall be "C-20".
Failure of the Company to obtain adequate licensing for contract work shall constitute a failure to execute the contract and shall result in the forfeiture of the project Bond.

29.5
Payment of General Prevailing Rate: Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the work to be done. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as

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provided in Section 1771 of the Labor Code, shall be paid to all workmen employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the Clerk of the County Council and is available for public inspection and is considered a part of this Specification.

29.6 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information shall be referred for determination to the County Council or to any official designated by the County Council, whose decision on the question shall be conclusive on the parties to this contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

29.7 Overtime, Sundays, and Holidays: Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the project.

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30. VIOLATIONS OF PROVISIONS OF THE WORK/NOTICE TO DISCONTINUE:

30.1 Should the Company abandon the work called for under this Agreement, or assign its Agreement other than as specified herein, or if at any time the Contract Administrator shall be of the opinion that the said Company is unnecessarily and unreasonably delaying the work, or that the Company is willfully violating any of the conditions or provisions of this agreement, or is performing this work in bad faith, the Contract Administrator shall have the power to notify the Company to discontinue all work or any part thereof under its agreement. Thereupon the Company shall cease to continue said work or such part thereof as the Contract Administrator may designate, and the Contract Administrator shall thereupon have the power to place such and so many persons, and to obtain by agreement, purchase, or hire, such vehicles, equipment, implements, tools, material or materials by Agreement or otherwise, as said Contract Administrator may deem advisable, to work at and be used to complete the work herein described, or such part thereof as the Contract Administrator shall certify has not been completed, and to use such material as it may find upon the line of said work and to charge the expense of such labor and material, vehicles, equipment, implements and tools to the Company. The expense so charged shall be deducted and paid by the Contract Administrator out of such moneys as may be either due or may at any time thereafter become due to the Company under and by virtue of this Agreement or any part thereof.

30.2 In case such expense is less than the sum which would have been payable under this Agreement, if the same had been completed by the Company, the Company shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Company or its sureties shall pay the amount of such excess to the County.

31. PREVENTION OF ACCIDENTS:

31.1 The Company shall furnish and place proper guards for the prevention of accidents. It shall provide and maintain any other necessary construction required to secure safety of life or property. It shall maintain during all night hours sufficient lights to prevent accidents or damage to life or property.

32. INSPECTION OF MATERIALS BY THE COMPANY:

32.1 The Company shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Project Manager or Inspector(s).

33. STORAGE OF MATERIALS, TOOLS AND EQUIPMENT:

33.1 During the progress of the work, materials, tools and equipment shall be neatly stacked at such points as the Project Manager may direct and shall be properly cared for and protected from the weather. In the case where there are several contractors operating at one time, the Company must make arrangements to allow the joint use of storage space so that the progress of the work will be expedited, and other contractors/subcontractors not delayed or inconvenienced unnecessarily. Regardless of the storage space provided to the Company by the County, the Company shall be solely responsible for the safety and security of the materials,

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tools and equipment stored therein by the Company or its subcontractors. The Company may, at its option and expense, elect to provide vans or other means for the storage of its materials, tools, and equipment.

33.2 Contractor's Use of Site: Contractor shall confine all apparatus, material, and equipment required in the performance of this Contract to the limits indicated by law, ordinances, permits, or directions of Owner, and shall not unreasonably encumber the premises therewith. Material and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas for regular use of the public and employees of Owner.

34. SAMPLES:

34.1 When so required by the Project Manager, the Company shall submit for approval samples of the various materials, together with the finish thereon, as specified for and intended to be used in the work. All materials, and workmanship shall be equal in every respect to that of the samples so submitted and approved. These samples shall be sent to the office of the Project Manager or to the building site, as the Project Manager may direct. In all cases, carriage must be prepaid. These samples will be returned to the Company, if requested, carriage collect.

35. TESTS:

35.1 The Company shall furnish to the Project Manager, in triplicate, certified copies of all required factory and mill test reports. Any test required by the County and not otherwise provided for or specified, shall be made under the supervision of the Project Manager or his designee and at the Company's expense.

36. CUTTING AND FITTING:

36.1 The Company shall do all cutting, fitting and patching of its work that may be required to make its several parts come together properly and prepare it to join or be joined by the work of other contractors/subcontractors and the Company shall correct to the County's satisfaction. The Company shall not endanger any work by cutting. digging, or otherwise; and shall not cut or alter the work of any other contractor/subcontractor without the written consent of the Project Manager.

36.2 No beam, timber or support of any kind shall be cut without the consent of the Project Manager, and under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or in any way structurally weakened.

37. CONNECTING WITH AND MATCHING EXISTING WORK:

37.1 Where the construction provided for herein or shown on the drawings is to join with or match existing work, it shall be finished exactly similar to the existing work so as to form a complete, unified and finished job.

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38. TOOLS, APPLIANCES, SCAFFOLDING, ETC.:

38.1 The Company shall furnish at its own cost and expense all tools, and appliances, materials, scaffolding, etc., necessary for the entire completion of the work and shall be responsible for their care and guarding of the same.

38.2 The Company shall erect and maintain, where necessary to the progress and completion of the work, all exterior and interior scaffolding, which scaffolding shall be erected in accordance with the safety rules of the State of California.

39. PROTECTION OF WORK:

39.1 The Company shall amply protect all work set in the building from any possible damage; and shall furnish all necessary building paper, tarps, rough boarding or other materials necessary to accomplish this result.

40. SUPERVISION AND CONSTRUCTION PROCEDURES:

40.1 Unless personally present on the premises where the work is to be done Company shall designate and keep a Superintendent on the Work at all times during its progress. The Superintendent shall not be changed except with the consent of the County, acting through the County unless the Superintendent proves to be unsatisfactory to the Company and ceases to be in his employ. The Superintendent shall represent the Company in his absence and all directions given to him shall be as binding as if given to the Company. Important decisions shall be confirmed in writing to the Company. If the Superintendent proves to be unsatisfactory to the County, he shall be replaced within ten (10) days after written notice from the County to the Company.

The Company shall supervise and direct the Work, using the best skill and attention. He shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract.

41. RIGHT TO OCCUPY OR USE:

41.1 The County reserves the right to occupy or use any part or parts, or the entirety of the building and/or grounds when the Project Manager deems the same may be safe for use or occupancy. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the work, nor shall it in any way affect the dates and times when payments shall become due from the County, nor shall it in any way prejudice the County's rights in the Agreement or any bonds guaranteeing the same.

42. REMOVAL OF RUBBISH, CLEANING, ETC.:

42.1 From time to time, and as directed by the Project Manager, the Company shall clean the building, windows, premises, streets and adjacent property of accumulated rubbish, debris, unnecessary appliances, or any other unused rubbish or material which may constitute an obstruction to the progress or completion of the work, whether the same was caused by its work

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or the work of other crafts. At the completion of the work, and as one of the requisites thereof, the Company shall remove any and all tools, appliances, rubbish, packing or debris, etc., of any kind from the building, premises, sidewalks, streets or adjacent premises; it shall go over all of its work and put the same in perfect order and condition, and in strict accordance with the terms of this Agreement; and shall repair or replace all damaged, broken or stained parts of its work, whether so injured by its workers or by anybody else.

42.2 Cleaning Up: If a dispute arise between separate contractors as to their responsibility for cleaning up, or the Company fails to maintain the Work in a clean and safe manner in the opinion of the County, the County may clean up and charge the cost thereof to the Contractor.

43. COMMENCEMENT OF WORK:

43.1 The Company shall begin work within ten (10) days of the date of the County's Notice to Proceed.

44. SEQUENCE OF WORK:

44.1 Commencement of work shall begin with a job conference between the Company and the County representatives and any other administratively involved person for the purpose of compliance with the Agreement; also, for determination of an agreement to the work schedule and its progress so as to minimize misunderstandings, disruptions and delays.

45. CONSTRUCTION SCHEDULE:

45.1 The Company shall prepare and submit to the Project Manager for approval a master project schedule within 10 days after the date of the Notice to Proceed with the work. This schedule will identify the major work packages for each building and will indicate the time phase relationships to assure design, installation, completion, check-out, and acceptance by the required dates. The schedule will be used to coordinate Company activities with the staff of each building to minimize work disruptions. The Company shall modify the schedule as required to obtain Project Manager approval.

45.2 Schedule updates will be prepared monthly or more frequently as required by the status of the work in process. Changes, modifications, etc. which impact the then current schedule shall be immediately communicated to the Project Manager.

45.3 Work-arounds or adjustments to other scheduled activities to maintain the completion schedule shall be provided by the Company subject to approval by the Project Manager.

45.4 The Company shall keep the County and building tenants informed of upcoming work scheduled in their area. This coordination shall be enough in advance to develop work-arounds if a conflict is discovered.

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46. NOTIFICATION:

46.1 All correspondence from the Company shall be directed to the County in accordance with Section 16 of Energy Services and Design Installation Agreement. All communications to or from the subcontractors shall be directed through the Company.

46.2 The Company shall make notification forty-eight (48) hours prior to commencement of work.

46.3 The Company shall make notification forty-eight (48) hours prior to shut downs or requested inspections.

47. DRUG-FREE WORKPLACE:

47.1 It is the policy of the Company to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include the County's facilities and premises where the County's employees may visit in the execution of their job duties such as homes, schools, hospitals, etc.

48. EQUAL OPPORTUNITY:

48.1 During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

Nondiscrimination: Company, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases or equipment. Company shall not participate either directly or indirectly in discrimination prohibited by any law or regulation.

49. LABOR AND WAGES:

49.1 Unacceptable Employee of Contractor: Upon written notice to Company that any Superintendent, Foreman, Leadman, Workman, or other person is unacceptable to County, Company shall, if there is good and sufficient reason, immediately terminate the services of any such person on this project. Only competent and skilled workers shall be employed. If, in the opinion of the County, any worker is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be dismissed from the work and shall not again be employed on it, except with the County's written consent.

49.2 Restriction of Employees: No person under the age of 16 years, or currently serving sentence in a penal or correctional institution. Company shall at all times enforce strict discipline and good order among Company's employees and shall

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not employ on the Project any unfit person or anyone not skilled in the task assigned.

Any person who may be in the employ of Contractor and whom County may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except by the express written consent of Company.

49.3 Legal Day's Work and Standard Work Week: Eight hours of labor shall constitute a legal day's work upon all work done under this Contract, and forty hours per week shall constitute a standard work week.

49.4 Classification of Labor: Claims and disputes pertaining to classification of labor employed on the Work under this Contract shall be decided by County whose decision shall be final and binding on parties hereto.

49.5 Penalties: Company shall comply with Articles 2 and 3 of Chapter 1, Part 7, Division 2 of the California Labor Code regulating wages and working hours on public works. In accordance with Articles 2 and 3, Contractor shall forfeit to Owner as a penalty $50.00:

A. For each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for any public work done under this Contract by him or by any subcontractor under him;

B. For each workman employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Article 3.

49.6

Company shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works and are available to Company upon request. Company shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work. Company shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Company shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise $50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Company.

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49.7 Company shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Company and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Company shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.

49.8 Classification Not Covered by Prevailing Rate: Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information, shall be referred for determination to the Board of Supervisors or to any person designated by the Board of Supervisors whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the work performed by such laborer or mechanic has been classified and the minimum rate specified herein.

49.9 Claims for Additional Compensation: The specified wage rates are minimum only, and County will not consider any claims for additional compensation made by Company because of payment by Company of any wage rate in excess of the applicable rate contained in the Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the Contract Documents shall be adjusted by Company.

49.10. Underpayment of Wages: Company agrees that in case of underpayment of wages to any worker on the project under this Contract by Company or any subcontractor, County may withhold from Company out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and County may disburse such amount so withheld by it for and on account of Contractor to the employee to whom such amount is due. Company further agrees that any amount withheld pursuant to this paragraph shall be in addition to the percentages or amounts which may be retained by County pursuant to law or other provisions of this Contract.

49.11. Wage Rate for Craft Not Listed: In case County orders Company to perform extra or additional work which may make it necessary for Company or any subcontractor under this Contract to employ in the performance of such work any craft, classification or type of workman for which no prevailing wage rate is herein specified, County will include in the Change Order for such extra or additional work the prevailing wage rate for such craft, classification or type, and, insofar as such extra or additional work is concerned, there shall be

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paid each workman engaged in the work in such craft, classification or type not less than the prevailing wage rate so included.

49.12. Employees on Payrolls: Company shall not carry on his payrolls any person not employed by him, nor shall he carry on his payrolls employees of a subcontractor. Subcontractor's employees must be carried only on the payrolls of the employing subcontractor.

49.13. Work After Regular Working Hours: Any work necessary to be performed after regular working hours or on Sundays or other legal holidays shall be performed without additional expense to County, unless County, by Change Order, shall have expressly directed Contractor to perform said work at said time.

49.14. Records of Hours Worked and Wages: Contractor shall maintain records of the hours and wages of his employees, and such records shall be open at all times for inspection by the County and/or the Division of Labor Statistics and Law Enforcement, in accordance with Section 1812 and 1776 of the California Labor Code.

49.15. Employment of Apprentices: Company agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, *et seq.*, each of which is incorporated by reference into this Contract. In summary, those statutory provisions require that contractors and subcontractors employ apprentices (as that term is defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, but in no case shall the ratio be less than one hour worked by an apprentice for each five hours worked by a journeyman, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Company.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

49.16. Travel and Subsistence Pay: Travel and subsistence payments shall be in accordance with Section 1773.8 of the Labor Code.

49.17 Labor Disputes: Whenever the Company has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of the Contract, the Company shall immediately give notice thereof to the County. The Company shall then confirm the notice in writing within 24 hours of giving thereof and shall include all relevant information with respect thereto. No claims will be accepted, or costs incurred as a result of jurisdictional or labor practice disputes.

50. MISCELLANEOUS PROVISIONS

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50.1 Anti-Trust Assignment: By entering into this contract or subcontract, Company, or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services or materials pursuant to this public works contract or sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Company, without further acknowledgment to the parties.

50.2 Notices: Any formal Notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

A. If the notice is given to County, it must be personal delivery thereof to the County or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the General Manager for the attention of signer of "Notice to Contractor to Proceed" at the return address indicated on that letterhead, with postage prepaid.

B. If the notice is given to Company, it must be by personal delivery thereof to Company, or to Company's superintendent at the site of the Work, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to his regular place of business, or at such other address as may have been established for the conduct of the Work, with postage prepaid; or

C. If the notice is given to the surety or any other person, it must be by personal delivery to such surety or depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving the notice, with postage prepaid.

50.3 Notice of Potential Claims

A. The Company shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the County, or the happening of any event, thing or occurrence, unless he shall have given the County due written Notice of Potential Claims as hereinafter specified, provided, however, that compliance with the Article shall not be a prerequisite as to matters within the scope of the notice provisions of article 8.1.B Work Not Completed in Time.

B. The written Notice of Potential Claim shall set forth the reasons for which the Company believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The Notice of Potential Claim must have been given to the County prior to the time that the Company shall have performed the work giving rise to the potential

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claim for additional compensation if based on an act or failure to act by the County, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

C. It is the intention of this article that differences between the parties arising under and by virtue of the contract be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Company hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

50.4 Non-Waiver: Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time nor any possession taken by County, shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract, be held to be a waiver of any other or subsequent breach. In addition, recordation of Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

51. RESOLUTION OF CONSTRUCTION CLAIMS:

51.1 The State of California Public Contract Code makes certain provisions for resolving disputes on construction claims of $375,000 or less. Those provisions, contained in Public Contract Code, section 20104, et seq., and all amendments made thereto, is incorporated herein by reference as if fully set forth at this point. Written claims and responses are required by the Public Contract Code, and lead, via intermediate steps, to resolution of the claim, ultimately by judicial arbitration.

52. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for withholding and payment of all taxes, contributions and other legally required withholdings due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

53. INDEPENDENT CONTRACTOR CLAUSE. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

SCHEDULE G *Payment Schedule*

The Company will be reimbursed on a progress payment basis. A Schedule of Values will be provided each month that shows the projected billing schedule. This schedule will be updated monthly and submitted with each month's invoices.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

AIRCOENE1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2019

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

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

PRODUCER Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic# 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** 610-537-2393 **E-MAIL ADDRESS:** CertRequests@usi com
INSURED Aircon Energy, Inc 830 West Stadium Lane Sacramento, CA 95834	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Indemnity Co of Connecticut	25682
INSURER B :	Travelers Property Casualty Co of America	25674
INSURER C :	Cypress Insurance Company	10855
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 14655025 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER			DT22CO2P709888TCT19	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 15,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA2P7112451926G	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUP2P7137481926	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AIWC032058	11/1/2019	11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

CERTIFICATE HOLDER

Evidence of Coverage
Aircon Energy, Inc.
830 West Stadium Lane
Sacramento, CA 95834

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

RECEIVED
NOV 02 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

PRELIMINARY 20-DAY NOTICE

IN ACCORDANCE WITH SECTIONS 8200 et seq. AND 9300 et seq., CALIFORNIA CIVIL CODE,
THIS IS NOT A REFLECTION OF THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

NOTICE TO:
(Identify Name & Address of Party)

PROPERTY OWNER
County of Colusa
547 Market St.
Colusa, CA 95932

PRIME CONTRACTOR
Aircon Energy, Inc
830 W. Stadium Ln.
Sacramento, CA 95834

CONSTRUCTION LENDER
N/A

NOTICE FROM ("CLAIMANT"):
(Identify Name & Address & Phone)

Ark Design Construction and Roofing, Inc
P.O. Box 868
Palo Cedro, CA 96073
(530) 547-3890

YOU ARE HEREBY NOTIFIED THAT the CLAIMANT, has furnished or will be furnishing labor, services, equipment, or materials, of the following general description:
(Identify Work/Materials Provided by Claimant)

Apply Garland primer, Garland Pyramic base coat, Garland top coat Pyramic White roof coatings and any other necessary materials or labor

These services have been contracted for by:
(Identify Name & Address of Party Who Hired Claimant)

Aircon Energy, Inc.
830 W Stadium Ln. Sacramento, CA 95834

An estimate of the total price of the labor, services, equipment or material furnished or to be furnished is $114,000 00.

Property Address where labor, services, equipment or materials is furnished or to be furnished:
(Identify Name & Address of Party Who Hired Claimant)

Colusa Behavioral Health
162 E Carson St Colusa, CA 95932

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances.

This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project.

C20-057

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Dated: 29th day of October, 2020.

Ark Design Construction and Roofing, Inc.

Nicole Cooper Agent for CLAIMANT

Signed by:

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

PROOF OF SERVICE AFFIDAVIT

I, Nicole Cooper, declare that on the 29th day of October, 2020, I served copies of the attached Preliminary Notice to the following parties identified on the Notice:

[X] Property Owner
[x] Prime Contractor
[ ] Lender

I served the attached Preliminary Notice:

[ ] By personally delivering the notice to the identified parties;

[X] By First Class Certified or Registered Mail service, postage prepaid, addressed to the party at the address shown on the Preliminary Notice document.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 29th day of October, 2020.

Ark Design Construction and Roofing, Inc.

Nicole Cooper, Agent for CLAIMANT

Signed by: Nicole Cooper

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

File #: 16437 [CA][PUBLIC][COPY:EST]
Recording Requested by and Return to:
Omniduct

6400 Artesia Blvd.
BUENA PARK, CA 90620

Customer: Aircon Energy
P.O. #:
Project: Colusa County
Rec ID: C980D8CB-94C3-480C-B2BE-247005608611
Job #: COLUSA
Cert No.: _____

CALIFORNIA PRELIMINARY NOTICE - PUBLIC WORKS

(THIS NOTICE IS GIVEN PURSUANT TO CALIFORNIA CIVIL CODE §§ 8034(B), 8102, 8106-8118, 8200 et seq., 8612, 9300 et Seq.)

>> TO THE PUBLIC ENTITY OR REPUTED
County of Colusa
547 Market Street
COLUSA, CA 95932

>> TO DIRECT OR REPUTED CONTRACTOR
Aircon Energy
830 West Stadium Lane
SACRAMENTO, CA 95834

>> TO LENDER, SURETY OR BONDING CO. OR
>> REPUTED LENDER, SURETY, BONDING CO.
Ohio Casualty Insurance Co.
175 Berkeley Street
BOSTON, MA 02116

Acct/Bond# 070211592

JOINT CHECK REQUESTED

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished by the undersigned:
HVAC Ductwork
2. The estimated amount of the work provided or to be provided is **$50,000.00**
3. The name of the person or entity who furnished that labor, service, equipment or materials is:
Omniduct
6400 Artesia Blvd.
BUENA PARK, CA 90620
USA
Relationship to Parties: Material Supplier

4. The name of the person or entity who contracted for purchase of that labor, service, equipment or material is:
Aircon Energy
830 West Stadium Lane
SACRAMENTO, CA 95834

5. The description of the jobsite is:
Colusa County
547 Market Street
COLUSA, CA 95932
USA

County of COLUSA

I declare that I am authorized to file this claim on behalf of the Claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at BUENA PARK, California on 10/30/2020 for OMNIDUCT.

Prepared by: _____
Lillian Sanchez, Credit Manager Phone: (714) 385-8900 Fax: (714) 385-8901

PROOF OF SERVICE BY MAIL AFFIDAVIT

I declare that I served the Preliminary Notice, and any related documents, by certified or registered mail, postage prepaid, or other certified delivery, addressed to the above named parties, at the addresses listed above, on 10/30/2020. I declare under penalty of perjury that the foregoing is true and correct. Executed at BUENA PARK, California on 10/30/2020.

Prepared by: _____
Lillian Sanchez, Credit Manager

RECEIVED
NOV 02 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Attachment: C20-057 Aircon Energy, Inc (6321 : Approve Second Modification to Contract C20-057)

C20-209

First Modification of Contract C20-057 for Energy Services Design and Installation

This First Modification of Contract C20-057 for Energy Services Design and Installation is between County of Colusa (County), a political subdivision of the State of California, and Aircon Energy, Inc. (Contractor), a California corporation.

Background

On April 7, 2020, the parties executed contract C20-057 for Energy Services Design and Installation ("Contract").

The parties now want to modify the Contract to extend the term, increase compensation and add to the Scope of Work.

Modification

The parties agree to modify the Contract effective November 24, 2020, as follows:

1. Section 1.1, Installation, of the Contract is modified to "The Company shall complete the design of and install the Equipment and implement the related procedures, if any, described in Schedule B within 449 calendar days (June 30, 2021) from the Notice to Proceed."

2. Section 7, Compensation, of the Contract is modified to increase compensation from $2,213,959.00 by $18,827.00, not to exceed $2,232,786.00 (Two million, two hundred thirty-two thousand, seven hundred eighty-six dollars and no cents).

2. Schedule B, Scope of Work, of the Contract is modified to add Attachment "A" to the Scope of Work.

SIGNATURES FOLLOW ON PAGE 2

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

C20-209

COUNTY OF COLUSA

Date: 11/24/20

Denise J. Carter, Board Chair

AIRCON ENERGY, INC.

Date: 12/6/20

Jeff Wagner, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

ATTACHMENT "A"
SCOPE OF WORK

Change Order #1 – BHS Rooftop & VVT Units

Inclusion: Rooftop Units

- Confirm RTU's are communicating with associated zones
- Confirm each system is configured correctly
- Provide functional testing of each RTU
- Provide deficiency list of defected controls components

Inclusion: VVT Units

- Confirm VVT's are communicating with associated RTU's
- Confirm each system is configured correctly
- Provide functional testing of each system
- Provide deficiency list of defected controls components

Change Order #2 – Ductless Heat Pump Split System for Judge's Chambers

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoorunit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Change order #3 – Installation of Storm Windows and French Doors

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #1	Quote #:	Proposal Amount:
1of 1	10/13/20	VVT Training and Assessment	BD001	$2,456.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: The provision of having a carrier specialized technician provide tutorial			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 162 E Carson street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

While under construction on the Colusa County Energy Conservation Project it was determined that the existing controls system at Behavioral Health is in operation but needs some fine tuning. We also feel that it would be in the counties best interest to get some training on this controls system to decrease the amount of time it might take to troubleshoot problems moving forward.

SCOPE OF WORK

We are recommending that the technician from a Sacramento local preferred contractor who very versed on this controls system be tasked with the training and overall assessment of the existing controls platform. This should only take about a day and there is a couple of sensors that we currently think are not operating properly. We have asked that up to five of these room sensors be included within this work so there are hopefully no hidden charges after this.

Here is a list of items that will be addressed, scope of proposal.

Inclusion:

ROOFTOP UNITS

1. Confirm RTU's are communicating with associated zones

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #1	Quote #:	Proposal Amount:
2of 1	10/13/20	VVT Training and Assessment	BD001	$2,456.00

2. Confirm each system is configured correctly
3. Provide functional testing of each RTU
4. Provide deficiency list of defected controls components

VVT UNITS

5. Confirm VVT's are communicating with associated RTU's
6. Confirm each system is configured correctly
7. Provide functional testing of each system
8. Provide deficiency list of defected controls components

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wynn President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #2	Quote #:	Proposal Amount:
1of 1	10/13/20	The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers	BD001-2	Difference in cost is $712.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install 2 ton ductless heat pump system			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

It was determined once we started the project that the 2 split systems were no longer necessary as the area they served was being served by different equipment and this left some contract dollars open for other items. While under construction on the Colusa County Energy Conservation Project we (Aircon Energy) were asked to give a proposal for the installation of (1) stand-alone system for the judge's chambers area. After a brief conversation with the judge to better understand what he was hoping the end results would be. The area has been assessed and the following will describe what are proposing to provide to give the judge his own system, so he won't have to condition the entire courtroom if he is just in his chambers.

SCOPE OF W

We are recommending that the judge's chambers have its own heating and cooling system as it currently shares a system with the courtroom and when he is not in court it is a waste to condition the courtroom because the judge is uncomfortable in his office.

The installation of (1) 2-ton ductless heat pump system seems to be the most direct system and is designed to provide comfort to individual spaces or offices. Since this a heat pump it will provide both heating and cooling to the space.

Here is a list of items that will be addressed, scope of proposal.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #2	Quote #:	Proposal Amount:
2of 1	10/13/20	The replacement of two split systems at Historical Courthouse is to be replaced with adding 1 Ductless Heat Pump split system for judge's chambers	BD001-2	Difference in cost is $712.00

WORK

Inclusion:

- Provide and install one designed 2- ton heat pump ductless split system.
- Provide and install electrical as needed to insure proper operation.
- Provide and install refrigerant pipes necessary to connect the indoor unit to the outdoor unit.
- Provide and install all materials needed to run the condensate in an approved manner.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

Brent Dobson / Operation Manager

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

C20-209

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #3	Quote #:	Proposal Amount:
1of 1	10/13/20	The installation of storm window inserts.	BD001-2	$15,659.00

CUSTOMER				JOB SITE			
Contact: Wendy Tyler wtyler@countyofcolusa.co		Ph.# 530-458-0737 Fax#:		Job Description: Provide and install (2) storm window inserts and (1) French door storm window insert.			
Customer Name: Colusa County				Job Name: Colusa County Energy Project			
Address: 547 Market street				Address 547 Market street			
City: Colusa	State: CA	Zip Code: 95932		City: Colusa	State: CA	Zip Code: 95932	

Thank you for the opportunity to present our services to you. After careful review of this project and current conditions, we have prepared the following proposal for your review and consideration. In good faith, it must be understood that this proposal is proprietary to Aircon Energy, Inc., and is not to be used for any general scope of work, competitive bidding – private or public, without written consent of Aircon Energy, Inc.

FINDINGS

We were asked to investigate the provision of storm type windows for the law library at the Historical Courthouse to eliminate the draft from the existing historical windows and French doors. There is one set of French doors and two windows in the law library area and with original glass in the window they leak profusely, and I can see how ash could have got into the space from the recent fires in the area.

Upon inspection of the existing windows and door set we came up with the following scope of work for you to consider.

SCOPE OF WOR

We feel that to install some additional storm window systems both on the (2) windows and the set of French doors on the second floor is the best way to not alter the building Historical appearance. This will also be the closest way to eliminate the draft and unwanted debris such as ashes from entering the space.

Here is a list of items that will be addressed, scope of proposal.

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

AIRCON ENERGY

Proposal

Page	Date:	Job Name: Change Order #3	Quote #:	Proposal Amount:
2of 1	10/13/20	The installation of storm window inserts.	BD001-2	$15,659.00

K

Inclusion:

- The inserts will be made of a commercial type acrylic.
- The acrylic type windows are designed to withstand the temperature changes without any shrinkage.
- Provide and install storm window type inserts on both (2) windows and the set of French doors.
- Provide and install necessary framework for storm windows to rest on and within.
- All work to be performed during normal business hours.

Exclusions:

- Any additional items not mentioned within this scope are a change order and will not commence until both parties have come to an agreement.
- All work to be performed during normal business hours.
- This proposal doesn't include permits.

TERMS

Payment shall be made within 30 days from the invoice date, unless otherwise stated above. If this work is not completed in the same calendar month it is started, Aircon shall be paid monthly as work progresses in proportion to the value of work provided. Interest at 1½% per month or the maximum rate allowed by law, whichever is less, will be added to all balances not paid within 30 days of billing. "Annual Percentage Rate" is 18%. In the event Aircon is required to employ counsel to collect amounts due under this proposal, the amount recoverable shall include attorney's fees and costs incurred in collection. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Aircon agrees to replace workmanship which is disclosed within a period of 30 days after the performance thereof to be defective and will warrant material and parts only to the extent, if any, the same are warranted by the supplier of Aircon Energy, Inc., unless otherwise stated above. This proposal is valid for 30 days from date of proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Customer's Signature: _____ Title: Chair Date: 11/24/20

Aircon Energy, Inc.:

Authorized Signature: _____ Date: 12/6/20

~~Brent Dobson / Operation Manager~~

Jeff Wagner President

830 West Stadium Lane, Sacramento, California, 95834
(916) 922-2004 Facsimile (916) 922-6481
CSL# 962305

Attachment: C20-209 Aircon Energy, Inc. - 1st Modification (6321 : Approve Second Modification to Contract C20-057)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 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 language added under No. 2 ("*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*"); language stricken ("~~are completely asymptomatic for a minimum of seventy two (72) Hours~~").
Under No. 3 the following language was added (*"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 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)"

Prior Board Action

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 (6314 : 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 (6314 : 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 (6314 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Composition of the Local Child Care Planning Council (LPC)**

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

Detailed Description/Background of request

The Local Child Care Planning Council (LPC) of Colusa County requests the County Board of Supervisors review, approve, and sign the Certification Statement regarding composition of the LPC Membership CD-3020 form for 2020-2021. The Local Child Care Planning Council of Colusa County is required by the California Department of the Education and California Education Code section 8499.3 to obtain an approval signature from an authorized County Board of Supervisors representative.

Prior Board Action

Approved 2019-2020 Certification Statement Regarding Composition of LPC Membership form CD-3020 on March 24, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send Signed Certification Statement to the Local Child Care Planning Council, Attn: Kayla Kennedy, 345 Fifth Street, Suite B Colusa, CA 95932.

ATTACHMENTS:

- 12-21-20 LPC Certification Statement (PDF)

California Department of Education
Child Development Division
Form CD-3020 (New 11/09)

CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:
California Department of Education
Child Development Division
Local Planning Council Consultant
1430 N. Street, Suite 3410
Sacramento, CA 95814

Due Date: January 15

Please complete all information requested below:

County Name: **Colusa County**	County Coordinator Name and Telephone Number: **Kayla Kennedy (530) 458-0350 ext. 10306**

Membership Categories

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Stacey Zwald Costello	738 Market Street Colusa CA 95932 (530) 458-0372	Reappointment January 24th 2020 (CSS) 3 Year Term **Term Expires January 23rd 2023**
VACANT		

20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Susan Hodges *Chairperson Our Lady of Lourdes	741 Ware Ave Colusa, CA 95932 (530) 867-6917	Reappointment December 7th 2020 (CSS) 3 Year Term **Term Expires December 6th, 2023**
VACANT		

20% Public Agency Representative (Defined as a person who represents a city, county or local education agency.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Danielle Padilla DHSS	251 E. Webster Street Colusa, CA 95932 (530) 458-0245	Reappointment August 28th 2018 (CSS) 3 Year Term **Term Expires August 27th 2021**

Attachment: 12-21-20 LPC Certification Statement (6307 : Approve the Local Childcare Planning Council (LPC) Certification)

Maria Ayala Resource and Referral Coordinator	345 Fifth Street, Suite B Colusa, CA 95932 (530) 458- 0350	October 27th 2020 (BOS) 3 Year Term **Term expires October 26th 2023**

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)		
Name of Representative	**Address/Telephone Number**	**Appointment Date and Duration**
Ginger Harlow Executive Director First 5 Colusa	217 9th Street, Suite B Colusa, CA 95932 (530) 458-5555	Reappointment March 24th 2020 (BOS) **Term Expires March 23rd 2022**
Carissa Bowers Program Manager Community Advocates for Parents and Children (CAPC)	131 5th Street Colusa, CA 95932 (530) 458-7678	Reappointment January 24th 2020 (CSS) 2 Year Term **Term Expires January 23rd 2022**
20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)		
Name of Representative	**Address/Telephone Number**	**Appointment Date and Duration**
Gloria Estrada Retired Family Engagement Coordinator Children's Services	943 Sierra Oaks Dr. Williams, CA 95987 (530) 329 3909	October 23rd 2018 (CSS) 3 Year Term **Term Expires October 22nd 2021**
Pam Niehues *Co-Chair Colusa County Resident	P.O. Box 1005 Colusa, CA 95932 (530) 277-5575	Reappointment May 16th 2020 (BOS) 3 Year Term **Term Expires May 15th 2023**

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Planning and Advisory Council for Early Care and Education (LPC) chairperson that as of ___1/24/20_____, the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

(Date)

Attachment: 12-21-20 LPC Certification Statement (6307 : Approve the Local Childcare Planning Council (LPC) Certification)

Authorized Representative - County Board of Supervisors	Telephone Number	Date
	(530) 458-0508	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
Michael P. Lee	(530) 458-0350	12-19-2020
Local Child Care Planning Council Chairperson	Telephone Number	Date
S. Hodges	(530) 867-6917	12-9-20

Attachment: 12-21-20 LPC Certification Statement (6307 : Approve the Local Childcare Planning Council (LPC) Certification)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Re-appointment to 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)**

Detailed Description/Background of request

Mr. Hansen's term expired on January 9, 2021 and he has requested to be re-appointed to the District.

Mr. Hansen meets the requirements of the Health and Safety code 13841 requiring members to be a registered voter and reside within the District. Additionally this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 30, 2020.

Prior Board Action

Mr. Hansen was last appointed January 10, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath to Greg Hansen, 6936 Norman Road, Princeton, CA 95970 and send copy of letter to district office.

ATTACHMENTS:

- 12-16-20 Application to Fill a Vacancy - Hansen (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
DEC 16 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Princeton Fire Board

NAME OF APPLICANT: Greg Hansen

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 6936 Norman RD Princeton

CITY: Princeton

PHONE: 755-5655

E-MAIL: email4hansens@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:

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: 12-16-20 Application to Fill a Vacancy - Hansen (6306 : Re-appointment to Princeton Fire Protection District)

COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the 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)**

Detailed Description/Background of request

Mr. Barrett has submitted an application to be reappointed to serve a 4-year term on the Maxwell Cemetery District effective December 13, 2020 through December 12, 2024. There is one vacancy and one applicant.

Mr. Barrett meets the requirement set by Health and Safety Code 9022 requiring Trustees be a voter within the District. This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 18, 2019.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to: William Barrett, P.O. Box 674, Maxwell, CA 95955.

ATTACHMENTS:

- 12-14-20 Application to Fill a Vacancy - Barrett (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED
DEC 14 2020

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
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Maxwell Cemetery

NAME OF APPLICANT: William Barrett

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: P.O. Box 674 4125 Sutton

CITY: Maxwell

PHONE: 844-3844

E-MAIL:

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:

We are working on several projects. I would like to see to completion.

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: 12-14-20 Application to Fill a Vacancy - Barrett (6305 : Appointment to the Maxwell Cemetery District)

COUNTY OF COLUSA, CA **3.13**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Ratify Proclamation Honoring Marie Azevedo Spooner**

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

Detailed Description/Background of request

Ms. Spooner has made many contributions to the people of Colusa County for 100 years so it is requested that Ms. Spooner be recognized by Proclamation. In efforts to present Ms. Spooner this Proclamation by her 100th Birthday celebration, it was signed by Chair Evans on January 13, 2021 and now requires ratification.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- 01-13-21 Proclamation for Marie Spooner (PDF)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS HONORING MARIE AZEVEDO SPOONER FOR CONTRIBUTIONS TO THE COUNTY OF COLUSA FOR 100 YEARS.

WHEREAS, Marie Azevedo Spooner was born Marie Alves on January 17, 1921 in Afton, California, second oldest of six siblings, she was given the gift of contributing to her family; her church and to all of those around her, and

WHEREAS, as a young adult, Marie was the Queen of the Princeton Holy Ghost & St. Anthony Portuguese Festa and still participates in that event each year; and

WHEREAS, Marie has been the patient mother of 3; and

WHEREAS, Marie is the loving Grandmother of 9, generous Great Grandmother of 15, gracious Great Great Grandmother of 10; and

WHEREAS, Marie was an active member of the Sacred Heart Sodality of the Sacred Heart Parish, Maxwell; and

WHEREAS, Marie is an active member of multiple Bridge card groups within Colusa County; and

WHEREAS, Marie has contributed to the Colusa County Fair for over fifty years with her submissions of delicious pickles, preserves, baked goods and candies; and

WHEREAS, those famous pies, which she baked for fundraisers, have greatly benefited many organizations; and

WHEREAS to this day, Marie remains a great role model, touching each person with whom she comes in contact; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Colusa does hereby recognize Marie Azevedo Spooner for her many contributions to the people of Colusa County and the people of California.

PROCLAIMED this 13th day of January 2021.

Gary J. Evans

Gary J. Evans, Chair
Colusa County Board of Supervisors

Attachment: 01-13-21 Proclamation for Marie Spooner (6328 : Ratify Proclamation Honoring Marie Azevedo Spooner)

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE:	**January 19, 2021**
DEPARTMENT:	**Cooperative Extension**
FROM:	**Ann Nordyke**
SUBJECT:	**Proclamation acknowledging the Colusa County 4-H program and designated annual 4-H Week**

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

Detailed Description/Background of request

The Colusa County 4-H program has been a valuable part of the County for nearly 100 years. This proclamation celebrates the program and the value it brings to the community by establishing the last week of January as Colusa County 4-H week.

Prior Board Action

None.

Fiscal Impact/Funding Source

There is no fiscal impact.

Action for the Clerk

Obtain signature on proclamation document

ATTACHMENTS:

- 2021 4-H Week Proclamation (DOCX)

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

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.

_____

Gary J. Evans, Board Chair
Colusa County Board of Supervisors

Attachment: 2021 4-H Week Proclamation [Revision 2] (6311 : Proclamation for Colusa County 4-H Week)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: January 19, 2021

DEPARTMENT: Human Resources

FROM: David Prentice

SUBJECT: Appointment of Agricultural Commissioner/Sealer of Weights and Measurers/Director of Air Quality Standards/Director of Migrant Housing Program

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.

Detailed Description/Background of request

Section 2122 of the California Food and Agriculture Code provides for an initial four year appointment of the Agricultural Commissioner. This agenda item is for the formal appointment of Maria Anastacia Allen, the successful candidate, to that position in accordance with the Agricultural Code. It also provides for her appointment to the various director positions currently included within the duties and functions of the Agricultural Commissioner.

Prior Board Action

None

Fiscal Impact/Funding Source

None. This is a current budgeted position with salary savings in difference of steps between the outgoing Ag Commissioner and the incoming Ag Commissioner in addition to the position being vacant for several months.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 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

6.1

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Assessor**

FROM: **Michelle Savage**

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	$9,663,290	($279,210)
Personal Property	$19,606,570	$9,803,285	$19,084,660	($521,910)
Totals	$29,549,070	$14,774,535	$28,747,950	($801,120)

Prior Board Action

None.

Fiscal Impact/Funding Source

Differences in value for fixtures is $279,210. Personal Property is $521,910.

Action for the Clerk
Approve Stipulation and forward decision to Assessor. Notify applicant

ATTACHMENTS:

- doc05851020210106150538 (PDF)

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

RECEIVED
DEC 04 2020
COLUSA COUNTY
ASSESSOR'S OFFICE

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	$9,663,290	($279,210)
PERSONAL PROPERTY	$19,606,570	$9,803,285	$19,084,660	($521,910)
TOTALS	$29,549,070	$14,774,535	$28,747,950	($801,120)
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: doc05851020210106150538 (6318 : 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 values for 2019. The assessed value of fixtures will be reduced by $171,768.

b. Fixtures were assessed using a 17 year useful life for 2019, which 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 costs were included in reported Construction in Progress for 2019. Costs associated with software, interest and a well were removed from the 2019 assessed value. The individual amounts are as follows:

Software: $209,138
Interest: $230,597
Well: $82,181

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
	11-30-20
NAME OF AUTHORIZED SIGNER	TITLE
AGENT - ROBERT A. BUHLER	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
	MARCOS KROPF

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: doc05851020210106150538 (6318 : Stipulation Agreement/Adams Veg. Oils)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 19, 2021

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Colusa County Waterworks District #1 Grant Cashflow Request

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.

Detailed Description/Background of request

On June 26, 2018 the Board approved the request of Colusa County Waterworks District #1 to carry a deficit fund balance in the County Treasury up to $550,000 for a period not to exceed 10 months. This request was made due to the District's intended water system improvements being funded with grants from DWR and USDA, which by their nature are reimbursement based, in other words, the District has to expend the funds, and then make application for reimbursement. The District does not generate enough revenue to cashflow the projects themselves.

For a variety of reasons, the project did not happen in the original intended timeframe, and the 10 month timeframe for the deficit balance has expired. The first project has now been completed (installation of metering equipment), however, it finished with a final cost in excess of the original amount by approximately $100,000. The District is seeking additional grant funds to cover the cost overrun, and feel confident that their request will be approved.

In order to finalize the project, pay the contractors and seek the reimbursement from the granting agencies, the District is requesting that the Board of Supervisors again authorize them to carry a deficit fund balance, in the increased amount of $650,000, for a period to 6 months. As with the first approval, the District is aware that during any time that their fund is in a negative status, they will be charged interest at the rate currently being accrued by the Treasury, which is standard for any fund experiencing a negative balance.

Prior Board Action

6/26/18 approved negative fund balance of up to $550,000 for 10 months.

Fiscal Impact/Funding Source

No fiscal impact to County. Any County funds utilized on the District's behalf will earn interest at same rate as if they remained in the County Treasury.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 19, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Approve Letter to CSAC President James Gore re Newsom v Superior Court (Gallagher)**

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

Detailed Description/Background of request

As was discussed briefly at the last Board meeting, CSAC, via their Litigation Coordination Program, has filed an amicus brief in the Newsom v Superior Court (Gallagher) case. We first became aware of this filing when Assemblymember Gallagher contacted Supervisor Boes on Friday December 18th. There was no notification to the County from CSAC prior to the filing of the brief, however we were included in a mass email sent by Graham Knaus, CSAC Executive Director, on Monday December 21st advising of the filing, and indicating CSAC's role was to seek "clarification" of the lower Court's Order in the matter. The Board at your last meeting requested that an item be placed on this agenda with a proposed letter to CSAC concerning the process by which this filing took place.

Since that time, both Assemblymember Gallagher and CSAC President James Gore have sent email to CSAC member counties with their respective viewpoints. Attached to this agenda item are the initial email from Knaus advising of the filing with a copy of the amicus brief filed by CSAC, the emails from the Assemblymember and CSAC President, as well as the draft letter crafted by Supervisor Boes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain signatures and distribute letter via email

ATTACHMENTS:

- knaus Newsom v. Superior Court (Gallagher) (PDF)
- newsom_v_superior_court_gallagher_csac_cal_cities_amicus_brief (3) (PDF)
- gallagher email (PDF)
- CSAC GORE email (PDF)
- CSAC ltr (DOC)

From: Graham Knaus
To: Graham Knaus
Subject: Newsom v. Superior Court (Gallagher)
Date: Monday, December 21, 2020 12:18:48 PM
Importance: High

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.

To: CSAC Executive Committee
CSAC Board of Directors
All County Supervisors
All CAO/CEOs
All Legislative Coordinators

From: Graham Knaus, CSAC Executive Director
Darby Kernan, CSAC Deputy Executive Director for Legislative Services
Manuel Rivas, Jr., CSAC Deputy Executive Director of Operations and Member Services

Copy: James Gore, CSAC President and Sonoma County Supervisor
Ed Valenzuela, CSAC 1st Vice President and Siskiyou County Supervisor
Chuck Washington, CSAC 2nd Vice President and Riverside County Supervisor
Lisa Bartlett, CSAC Immediate Past President and Orange County Supervisor

Date: December 21, 2020

Re: *Newsom v. Superior Court (Gallagher)*

As members of this Board may be aware, on November 13, the Sutter County Superior Court issued an injunction against Governor Newsom's use of the California Emergency Services Act (CESA) in an Executive Order relating to the November election. Though the lawsuit challenged only that one Executive Order, the ruling issued made reference to more than 50 other Executive Orders issued by the Governor, creating confusion about which orders might be unlawful and which still remain in effect.

As such, CSAC and the League of California Cities filed an amicus brief in the Court of Appeal asking the court to clarify the scope of the trial court order. As the brief points out, the lack of clarity in the trial court order calls into question the validity of a number of non-controversial Executive Orders that have been issued not only related to COVID-19, but also related to the extreme heat and wildfire emergencies counties have experienced this year. These cover many issues that CSAC strongly advocated for at the request of counties, including relief from certain statutory deadlines and in-person requirements in light of the pandemic, and a number of orders that grant much needed relief to community members, like relief from fees to replace documents lost in a fire or

Attachment: knaus Newsom v. Superior Court (Gallagher) (6332 : Letter to CSAC re Newsom v Gallagher)

extensions of the rules against price gouging during a wildfire.

It is important to note that this lawsuit does not address the State Public Health Officer's closure orders or the validity of the State's Blueprint for a Safer Economy. Rather, this lawsuit is limited to the "continuity of operations" Executive Orders that are issued during emergencies. The brief asks that to the extent that the Governor may have exceeded his authority in enacting any of these Executive Orders, the court make clear precisely which orders are implicated so that counties have guidance on how to continue to provide services and meet the public's needs during emergencies.

Graham Knaus
CSAC Executive Director

Darby Kernan
CSAC Deputy Executive Director for Legislative Services

Manuel Rivas
CSAC Deputy Executive Director of Operations & Member Services

Attachment: knaus Newsom v. Superior Court (Gallagher) (6332 : Letter to CSAC re Newsom v Gallagher)

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
THIRD APPELLATE DISTRICT

GAVIN NEWSOM, in his official capacity as Governor of the State of California, Petitioner, v. **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SUTTER**, Respondent, **JAMES GALLAGHER and KEVIN KILEY,**	Case No. C093006 [Related Case No. C092070]

On Petition for Writ of Mandate to the Sutter County Superior Court, Case No. CVCS20-0912 (Hon. Sarah Heckman)

[PROPOSED] AMICUS BRIEF OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES AND LEAGUE OF CALIFORNIA CITIES IN SUPPORT OF PETITIONER GOVERNOR GAVIN NEWSOM

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County Counsel
HANNAH M. KIESCHNICK (SBN 319011)
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Attachment: newsom_v_superior_court_gallagher_csac_cal_cities_amicus_brief (3) (6332 : Letter to CSAC re Newsom v Gallagher)

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Attorneys for Amicus Curiae

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INTRODUCTION

The California Emergency Services Act ("CESA") is intended to provide a "clear framework" so that "affected persons and entities, in both the private and public spheres, know exactly what is expected of them." (*Macias v. State* (1995) 10 Cal.4th 844, 858.) In the midst of an emergency, local governments—including members of Amici California State Association of Counties ("CSAC") and League of California Cities ("Cal Cities")—may rely heavily on Executive Orders issued by the Governor under CESA in order to obtain relief from various statutory requirements that would otherwise impede their ability to govern or interfere with emergency response needs, including the need to rapidly allocate necessary resources to an emergency response.

Although Real Parties in Interest challenged just one Executive Order, the trial court enjoined the Governor from "exercising any power under [CESA] which amends, alters, or changes existing statutory law or makes new statutory law or legislative policy." This sweeping injunction—which fails to clarify its use of capacious terms like "amends, alters, or changes"—casts doubt on numerous other Executive Orders and the decisions made in reliance on those Orders. This lack of clarity undermines the statutory purpose of CESA and impedes the coordination of state and local resources to combat the ongoing COVID-19 emergency. And to the extent the trial court's decision suggests that CESA only authorizes unconditional suspensions of statutory mandates during emergencies, such an

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interpretation would be contrary to historical practice. It would also impede local governments' ability to modify operations and redirect resources to address emergencies. Under the trial court's decision, Governors would be forced to choose between keeping in place a statutory mandate that is contextually harmful or impossible to fulfill (like in-person public meeting requirements during a pandemic), and suspending it in full despite the values the requirement promotes (like public participation and transparency). This could strip local governments of temporary alternative mechanisms that are critical for maintaining continuity of operations during times of crisis.

The trial court's decision is therefore antithetical to the CESA's goal of ensuring clear and coordinated response to emergencies such as the present COVID-19 pandemic. This Court should grant the relief requested in Petitioner's petition for a writ of mandate.

ARGUMENT

I. The Superior Court's Ruling and Injunction are Impermissibly Vague and Overbroad and They Impair Effective and Coordinated Emergency Response.

The trial court concluded that Executive Order N-67-20 was an unlawful attempt by the Governor to "amend statutory law or make new statutory law." (III Tab 56, p. 709.) On that basis, the court enjoined the Governor from "exercising any power under [CESA] which amends, alters, or changes existing statutory law or makes new statutory law or legislative policy." (*Id*. p. 710.) This vague and overbroad proscription provides little

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clarity as to the scope of executive actions that are invalid or prohibited. Executive Order N-67-20 interacts with state law in multiple different ways—but the trial court failed entirely to grapple with the distinctions and instead declared the Order void in its entirety. The upshot is that there no reasonable possibility of discerning from the trial court's ruling or injunction what form of existing or future executive action may constitute an invalid attempt to "amend" or "make new" statutory law in the court's view. (*Id.* p. 709.) "An injunction which forbids an act in terms so vague that men of common intelligence must necessarily guess at its meaning and differ as to its application exceeds the power of the court." (*Pitchess v. Superior Court* (1969) 2 Cal.App.3d 644, 651.)

The ambiguity of the ruling and the injunction is further compounded because the trial court purported to apply it well beyond the challenged (and already superseded) Executive Order, thereby contravening cardinal legal principles that restrict the scope of injunctive relief to the subject of the litigation. (See, e.g., *Anderson v. Souza* (1952) 38 Cal.2d 825, 840–41.) The trial court insinuated that its ruling and injunction acts on "more than 50 different executive orders" promulgated since the COVID-19 pandemic began. (III Tab. 56, p. 703.) But just as the court's decision provides scant guidance on what parts of Executive Order N-67-20 are unlawful, it is completely devoid of detail as to which of these 50 unnamed orders run afoul of its vague prohibitions. The sweeping ruling and injunction further throw into doubt the validity of executive orders issued under CESA in

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response to other declared emergencies, such as California's still-raging wildfires, and purport to restrain executive action under CESA in response to exigencies that have not yet arisen.

As a consequence, local governments are faced with significant uncertainty about which Executive Orders are implicated by the trial court's ruling, whether decisions made in reliance on those Orders are still valid, and which current and future Executive Orders should be considered effective going forward. As a result, local governments cannot reasonably be expected to know whether statutory mandates acted on by an Executive Order issued under CESA remain in effect or whether to comply with a mandate created by such an Executive Order. Such confusion and inconsistency undermine the statute's goal of ensuring a focused and coordinated approach to addressing emergencies such as the present COVID-19 pandemic.

A. The Vague and Capaciously Worded Injunction Provides Scant Guidance as to the Forms of Executive Action It Purports to Restrain.

California law is clear: "An injunction must be definite enough to provide a standard of conduct for those whose activities are proscribed, as well as a standard for the ascertainment of violations of the injunctive order by the courts called upon to apply it." (*Pitchess v. Superior Court* (1969) 2 Cal.App.3d 644, 651.) Thus, "an injunction must clearly define the conduct prohibited" (*Evans v. Evans* (2008) 162 Cal.App.4th 1157, 1170), and it must be "reasonably possible to determine whether a particular act is included within its grasp." (*People v. Custom Craft Carpets, Inc.* (1984) 159 Cal.App.3d 676, 681; see

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Continental Baking Co. v. Katz (1968) 68 Cal.2d 512, 534 ["An injunction must not be uncertain or ambiguous and defendant must be able to determine from the order what he may and may not do."].) "An uncertain injunction is invalid." (*Custom Craft Carpets*, *supra*, 159 Cal.App.3d at p. 681.)

The trial court's injunction is fatally ambiguous. The court's statement of decision and injunction repeatedly use terms like "amend[ing] statutory law" and "mak[ing] new statutory law or legislative policy" to describe the executive actions it found to be unlawful. (See, e.g., III Tab 56, pp. 703, 705–08, 710.) The trial court distinguished these phrases from the power to "issue orders and regulations and to suspend certain statutes," which it acknowledged the Governor has the power to do under CESA. (*Id.* p. 706.) But the court never defined these concepts with reference to the actual operation of the challenged Executive Order. Indeed, the statement of decision does not substantively analyze specific provisions of the Executive Order or tie its conclusions to specific aspects of the Order. Absent such a consideration of the Executive Order, the meaning of these capacious phrases is far from clear. (See, e.g., *Evans*, *supra*, 162 Cal.App.4th, at p. 1170 [prohibition on posting "confidential personal information" vague where court did not define the term and thus defendant did not have reasonable basis to understand what was proscribed]; cf. *People ex rel. Gascon v. HomeAdvisor, Inc.* (2020) 49 Cal.App.5th 1073, 1083 [injunction was not vague where the court got "into the weeds" by considering "a plethora of

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advertisements," resulting in the use of terminology that referred to background checks for specific categories of employees].)

An examination of Executive Order N-67-20 demonstrates the inscrutability of the trial court's decision. The Order includes seven substantive clauses, which operate on state law in several different ways. (See I Tab 14, pp. 74–77.) Some provisions simply suspend specific requirements imposed by existing law. (See, e.g., I Tab 14, p. 76 [¶ 4] [suspending pre-October 31, 2020 deadlines for counties subject to Voter's Choice Act to open voting centers].) Other parts of the Order conditionally suspend certain statutory requirements if a county complies with criteria enumerated in the Order, while leaving counties the option to comply with existing law if they so choose. (See, e.g., *id.* pp. 75–76 [¶ 3] [suspending statutory requirements governing number and placement of polling places if counties met specified alternative requirements to ensure accessibility of polling places and vote-by-mail ballot drop-off locations]; *id.* p. 76 [¶ 5] [suspending requirements for in-person meetings and workshops in relation to planning for the election if counties met specified public participation requirements]; *id.* p. 77 [¶ 6] [authorizing counties to comply with existing law rather than the conditional suspensions articulated in the Order].) And still other provisions impose mandatory requirements on counties. (*Id.* p. 75 [¶ 2] [requiring the use of the Secretary of State's vote-by-mail tracking system and Intelligent Mail Barcodes].) But rather than specifying which of these exercises exceeded the scope of

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executive authority under CESA and why, the trial court simply declared the Executive Order invalid in its entirety.

In the context of the Order, the injunction's language can take on many different meanings. For example, is suspending a statutory deadline for opening vote centers—as Paragraph 4 of the Order does—an impermissible attempt to "amend statutory law"? (III Tab 56, p. 709.) Or does this fall within the power to "suspend any regulatory statute"—which the trial court recognized the Governor is authorized to do under the plain language of CESA? (*Id.* p. 706.) Likewise, is conditionally suspending certain statutory requirements if a county agrees to follow alternative rules (as Paragraphs 3 and 5 do) an improper attempt to "make or amend statutes"—even if counties are given the discretion to follow existing law? (*Id.* p. 705.) Or do these conditional suspensions with alternative criteria fall within the Governor's acknowledged power to "issue orders and regulations and to suspend certain statutes"? (*Id.* p. 706.) And is affirmatively ordering the use of the Secretary of State's vote-by-mail tracking system an impermissible "legislative . . . enactment" or a sanctioned "order" or "regulation"? (*Ibid.*)

Neither the language of the injunction, nor the trial court's impenetrable statement of decision, provides answers to these questions. What executive actions are prohibited under the injunction, and what the standard is for the ascertainment of violations of the injunction, are therefore left largely undefined. Without any meaningful guidance, the Governor—and local governments that rely on Executive Orders promulgated under

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CESA to govern in an emergency—are left with indeterminate phrases that provide little insight into which exercises of executive authority in response to a crisis are valid and which are proscribed.

B. The Ruling and Injunction Are a Case Study in Overbreadth, Purporting to Sweep in an Undefined and Indeterminate Universe of Executive Orders Not Before the Court.

Not only is the trial court's ruling and injunction vague as to the conduct proscribed, it is also ambiguous as to which Executive Orders are affected. Although the only executive action challenged in the Real Parties in Interest's complaint was Executive Order N-67-20—which has now been superseded by legislation and pertained to an already-completed election—the court determined that the case was justiciable and not moot because it raised the question of "whether the Governor has the authority under the" CESA to "exercise legislative power." (III Tab 56, p. 702.) Thus, in the court's view, the controversy was ongoing because the court's ruling would govern the "more than 50 different executive orders changing numerous California statutes since the state of emergency was declared." (*Ibid.*) Indeed, in justifying its injunction, the court noted that injunctive relief was proper because the Governor had "issued a multitude of executive orders under the purported authority of CESA, many of which have amended statutory law" and "continue[d] to issue executive orders which create legislative policy." (*Id.* pp. 709–10.)

As an initial matter, the court's analysis confuses the question presented by the Real Parties in Interest—the scope of

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the Governor's authority under CESA—with the constitutional case-and-controversy requirement—i.e., the existence of a concrete dispute capable of judicial resolution. For the reasons explained in the Petition for Mandate and Reply, the dispute over Executive Order N-67-20 itself is moot, and the judiciary cannot provide Real Parties in Interest relief with respect to that Order. (Pet. pp. 41–50; Reply Br. pp. 11-16.) The existence of a broader question regarding the statutory interpretation of CESA cannot resuscitate the controversy. Courts have repeatedly cautioned that questions presented may only be answered "in an adversary context and in a form historically viewed as capable of resolution through the judicial process" (*Flast v. Cohen* (1968) 392 U.S. 83, 95), and that the courts' role is "to decide actual controversies by a judgment which can be carried into effect, and not to give opinions upon moot questions or abstract propositions, or to declare principles or rules of law which cannot affect the matter in issue in the case before it" (*Paul v. Milk Depots, Inc.* (1964) 62 Cal.2d 129, 132 [internal quotes omitted]).

But even if the case were not moot, the trial court's decision exemplifies the problems of reaching beyond the specific dispute before it to resolve an abstract legal question. The court's injunction could apply to myriad Executive Orders issued during the present COVID-19 emergency that are not identified or examined in the trial court's statement of decision. The court apparently concluded that "many" of the "multitude of executive orders" issued by the Governor "have amended statutory law" and that some of these orders "continue[] . . . [to] create

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legislative policy." (III Tab. 56, pp. 709–10.) But which specific Executive Orders the court had in mind—and what aspects of those orders were inappropriate attempts to amend statutory law or create legislative policy—are not revealed.

The result is a ruling and injunction that extends well beyond the specific Executive Order briefed and argued by the parties and encompasses an undefined universe of other executive actions, including executive actions that may be taken in response to emergencies that have not yet arisen. In issuing such a sweeping injunction, the court violated a cardinal rule of California law: "[I]njunctive process ought never to go beyond the necessities of the case." (*Anderson v. Souza* (1952) 38 Cal.2d 825, 840–41.) When a party seeks an injunction, the "court hearing the action is charged with fashioning a remedy *for a specific deprivation*, not with the drafting of a statute addressed to the general public." (*DVD Copy Control Assn., Inc. v. Bunner* (2003) 31 Cal. 4th 864, 878–79 [emphasis added, citation omitted].) Here, rather than fashioning "the least disruptive remedy adequate to its legitimate task," the court issued a vague, overbroad injunction that has introduced significant uncertainty and confusion into the State's emergency response—an outcome "inconsistent with the very nature and purpose of injunctive relief." (*Planned Parenthood Golden Gate v. Garibaldi* (2003) 107 Cal.App.4th 345, 354.)

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C. The Flawed Ruling and Injunction Chill Local Government Action Taken in Reliance on Emergency Executive Orders.

The purpose of CESA is to ensure that "all emergency services functions of this state be coordinated as far as possible with the comparable functions of its political subdivisions . . . and of private agencies of every type, to the end that the most effective use may be made of all manpower, resources, and facilities for dealing with any emergency that may occur." (Gov. Code, § 8550.) The statute is intended to provide a "clear framework of authorities" so that "affected persons and entities, in both the private and public spheres, know exactly what is expected of them." (*Macias*, *supra*, 10 Cal.4th at p. 858.) By throwing into question numerous Executive Orders and the decisions made in reliance on those Orders, however, the trial court's vague and overbroad ruling and injunction undermine the statutory purpose of CESA and impede the coordination of state and local resources to combat the ongoing COVID-19 emergency. The ambiguity of the trial court's decision is particularly problematic for local governments, which have relied on the Governor's Executive Orders to modify their operations and dedicate resources to address the emergency. The injunction threatens to undo a wide swathe of local governmental decisions and leaves local governments in limbo about which Executive Orders they may continue to rely on going forward.

For example, Executive Order N-25-20, issued on March 20, 2020, suspends specific provisions of the Brown Act requiring physical presence for public meetings, and authorizes public

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meetings to be held via teleconference on the condition that certain criteria intended to promote public access are satisfied. (Governor's Exec. Order No. N-25-20, ¶ 11 (Mar. 20, 2020).) In reliance on this Executive Order, many local governments across the State shifted away from in-person meetings and, since March, have conducted meetings over videoconference or teleconference. To the extent the trial court's injunction invalidates this Executive Order—as Real Parties in Interest acknowledge it may (Return to Writ p. 30 n. 6)—the injunction casts doubt on months of local government decisionmaking at teleconference or videoconference meetings. Local governments thus face uncertainty about whether ordinances, resolutions, contracts, budget approvals, land use agreements, and other decisions vital to local governance adopted over the last eight months are still valid. They also confront an immediate dilemma about whether to continue relying on Executive Order N-25-20 with respect to upcoming meetings of Boards of Supervisors, City Councils, and numerous other local legislative bodies, or whether, in light of the trial court's injunction, they must go back to conducting in-person meetings in the midst of a surge in COVID-19 cases—exposing government workers and the public to direct health and safety risks.

This uncertainty is replicated across numerous other Executive Orders impacting numerous local government services and operations, including Orders that:

- Empower local governments to take steps to prevent certain commercial and residential evictions (Governor's

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Exec. Order No. N-28-20 (Mar. 16, 2020) and Governor's Exec. Order No. N-80-20 (Sept. 23, 2020));

- Broaden access to and extend deadlines for social safety net services that are administered at the county level by, for example, allowing counties to enroll persons into the California Work Opportunity and Responsibility to Kids (CalWORKS) program by allowing self-attestation of pregnancy and conditions of eligibility, and waiving in-person identification and signature requirements (see, e.g., Governor's Exec. Orders Nos. N-59-20 (May 1, 2020), N-68-20 (June 5, 2020) & N-71-20 (June 30, 2020);
- Suspend or ease certain statutorily required notices and deadlines for county and city agencies (see, e.g., Governor's Exec. Order Nos. N-63-20 (May 7, 2020), N-65-20 (May 19, 2020) & N-72-20 (July 31, 2020);
- Suspend agencies' physical posting, notice, and public access requirements under the California Environmental Quality Act ("CEQA") provided that the agency undertakes alternative means of ensuring public access and outreach (Governor's Exec. Order Nos. N-54-20 (Apr. 22, 2020) & N-80-20 (Sept. 23, 2020);
- Address school closures and distance learning (see, e.g., Governor's Exec. Order Nos. N-26-20 (Mar. 13, 2020) & N-56-20 (Apr. 22, 2020); and
- Suspend in-person requirements for administrative hearings and other local government proceedings (Executive Order N-63-20).

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Faced with the confusion wrought by the trial court's ruling and injunction, some local governments may be deterred from following these Executive Orders for fear that they might be invalid under the trial court's sweeping injunction. And cities and counties that continue to rely on the conditional suspensions and other extensions of statutory deadlines affected by the Governor in response to the COVID-19 pandemic may find themselves diverting historically scarce resources to defending the validity of their actions.

Nor are the harms created by this uncertainty limited to the response to the COVID-19 pandemic. Against the backdrop of COVID-19, the Governor has simultaneously proclaimed states of emergency as a result of extreme heat events (Aug. 14, 2020 Proclamation) and wildfires of unprecedented geographic scope and severity (Aug. 18, 2020 Proclamation). The trial court's injunction threatens local agency reliance on myriad executive actions taken in response to these states of emergency, including, for instance, suspension of fees collected by county recorders for records lost due to wildfires (Aug. 18, 2020 Proclamation, ¶ 8); authorization for State agencies to waive licensing and other requirements for congregate and childcare facilities and healthcare facilities serving fire-affected communities to ensure continuity of services (*id.* ¶¶ 9, 10); waiver of required time-periods for renewal of local emergency and local health emergency declarations (Governor's Exec. Order No. N-81-20, ¶¶ 8, 9 (Sept. 25, 2020)) (providing that local emergencies remain in effect until terminated); suspension and affirmative extension

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of deadlines for homeowners in affected areas to file claims to "allow counties time to reappraise the value of property" (*id.* ¶ 6); and suspension of statutes, rules, and regulations to the extent they would hinder the cleanup of hazardous waste and other wildfire debris or environmental restoration (*id.* ¶ 1).

In the context of emergency response, uncertainty regarding the validity of executive actions such as these may have dire consequences. Perhaps a county that had relied on executive suspension of required renewals of fire-related local health emergencies hesitates to take imminently needed preventative measures for cleanup of hazardous waste. Or a county social services department is uncertain whether CalWORKS and Medi-Cal recipients must reverify eligibility and identification in order to continue receiving benefits because the validity of the in-person requirements waiver is thrown into doubt.

As the California Supreme Court foreshadowed in *Macias*, when "even local governmental entities may feel compelled to question the State's judgment during a declared emergency," "the damage to the public interest could be irreparable." (*Macias*, *supra*, 10 Cal.4th at p. 859.) The foundational precept that an injunction must provide clear and unambiguous notice as to what the party bound "may and may not do" (*Weber v. Superior Court* (1945) 26 Cal.2d 144, 148) is amplified in this case: the trial court's vague and overbroad injunction could chill the clear and swift exercise of executive authority in response to conditions of extreme peril and undermine a coordinated and efficient response

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by agencies that rely on that authority. The prospect of such "uncoordinated, haphazard, or antagonistic action" is anathema to CESA's goal of "control[ling] and coordinat[ing] the efforts of all the various State agencies and local governments to ensure the most efficient and effective response" to an emergency. (*Macias*, *supra*, 10 Cal.4th at p. 856.)

II. The Superior Court's Ruling and Injunction, as Interpreted by Real Parties in Interest, is Ahistorical and Harmful to Local Governance During Emergencies.

Real Parties in Interest interpret the trial court's ambiguous injunction to limit executive authority under CESA to unconditional suspensions of statutory mandates during emergencies.[1] To the extent the trial court's ambiguous decision can be read in this binary way, this Court should consider that such a reading would be an unprecedented departure from longstanding historical practice and lead to unworkable results that would hamstring local governance during times of crisis.

A. Executive Orders have Historically Gone Beyond Mere Unconditional Suspensions of State Law.

Past Executive Orders issued under CESA have done more than unconditionally suspend state law during emergencies, and the Legislature has never amended CESA in response.

[1] As discussed in Part I.A. above, it is not at all clear that this was the trial court's intended effect, as the court enjoined enforcement of a portion of Executive Order N-67-20 that did nothing more than suspend deadlines such that even an unconditional suspension would appear to violate the trial court's injunction on "amend[ing], alter[ing], or chang[ing]" existing statutory law.

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For example, state law prohibits price gouging following emergencies for set periods of time but authorizes certain officials to extend the prohibition for an additional 30 days as needed. (Penal Code, § 396.) In response to devastating wildfires, Governor Brown suspended multiple times the temporal limits on price-gouging prohibitions and then extended those prohibitions beyond the 30 days contemplated by law for a period necessary to meet the needs of the emergency. (Governor's Exec. Order No. B-50-18 (Apr. 13, 2018) [waiving time period limitations under Penal Code section 396 and extending price gouging protections through December 4, 2018]; Governor's Exec. Order No. B-51-18 (Apr. 13, 2018) [same for counties impacted by different wildfires through December 4, 2018]; Governor's Exec. Order No. B-59-18 (Nov. 28, 2018) [same through May 31, 2019].) To continue assisting communities recovering from the wildfires, Governor Newsom likewise suspended the temporal limits on price-gouging prohibitions and then extended the prohibitions beyond the 30 days. (Governor's Exec. Order No. N-12-19 (May 31, 2019) [same through December 31, 2019]; Governor's Exec. Order No. N-22-19 (Dec. 31, 2019) [same through December 31, 2020].) The Governor effected such a suspension of temporal limits and extension of price-gouging prohibitions as recently as September 25, 2020 to protect communities recovering from this season's historic wildfires. (Governor's Exec. Order No. N-81-20 (Sept. 25, 2020).)

Real Parties in Interest dismiss these and other historical examples of modifications to statutory mandates by labeling

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them nothing more than an unconditional suspension of state law. (Return to Writ at p. 38.) The Executive Orders did more: first, they suspended the statutory timeframe; then, they affirmatively established a different timeframe for the protections in order to meet the demands of the emergency. By contrast, under Real Parties in Interest's view of the trial court's injunction, the Governor would be limited to suspending the temporal limitation on the price-gouging prohibition without affirmatively establishing an alternative sunset date. And in any event, the apparent confusion over whether these past Executive Orders merely suspend state law or also alter or make new state law only underscores how inscrutable the trial court's ruling is.

There are other historical examples that extend beyond mere "targeted suspensions." (*Cf.* Return to Writ p. 39.) "In order to quickly provide housing for those displaced by" fires, floods, and mud slides, numerous Executive Orders have suspended for three-year periods the various state laws—such as the Mobilehome Parks Act and sections of the Health and Safety Code—that govern the permitting, operation, and construction of mobilehomes, manufactured homes, and certain types of recreational vehicles. (See, e.g., Governor's Exec. Order No. B-35-15 (Oct. 1, 2015); Governor's Exec. Order No. B-43-17 (Oct. 18, 2017); Governor's Exec. Order No. B-50-18 (Apr. 13, 2018); Governor's Exec. Order No. B-57-18 (Nov. 14, 2018).) In addition to suspending these laws, these Executive Orders also directed the "Department of Housing and Community Development and local enforcement agencies with delegated disaster authority [to]

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jointly develop permitting, operating, and construction standards" to apply during the three-year suspension period that "shall provide reasonable consistency" with the normal statutory standards and factors. (*Ibid.*) In other words, these Executive Orders suspended state laws that would interfere with recovery efforts and then directed actions that would fill the resulting vacuum left by those suspensions.

Although these Executive Orders went beyond unconditional suspensions in order to meet the demands of the particular emergencies, the Legislature did not amend CESA to prohibit them. (See *Save Our Heritage Org. v. City of San Diego* (2018) 28 Cal.App.5th 656, 668 [courts assume that Legislature is aware of prior practice such that Legislature's failure to change practice in subsequent statutory enactments implies Legislative acquiescence].) The historical practice of modifying statutory mandates in response to a range of declared states of emergencies also underscores just how disruptive such a capacious injunction would be to coordinated emergency response and recovery efforts.

B. Executive Orders that Merely Suspend State Law Could Hamstring Local Governments and Create Unworkable Results.

Local governments are subject to countless statutory and regulatory requirements. These include statutory timeframes for reviewing and approving development projects, responding to Public Record Act requests, and providing notice to claimants under the Government Claims Act; public noticing following determinations under the California Environmental Quality Act and in advance of official legislative meetings under the Brown

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Act; various workforce limitations regarding reinstatement, hours, and time for retired annuitants and temporary workers, among others; and more.

These requirements promote core values like timely government action as well as public participation and transparency in governance. But emergencies can severely impede the ability of local governments to comply with these statutory and regulatory requirements in the usual manner and within the usual timeframe. And, as in the case of the COVID-19 pandemic, statutory mandates like those imposing in-person meeting requirements may conflict with and even undermine critical emergency response efforts and compromise public health and safety. Local governments therefore rely on Executive Orders during emergencies in order to obtain relief from various statutory requirements that would otherwise impede their ability to govern or divert resources to emergency response, as well as to fulfill statutory mandates in manners consistent with their management of the crisis. Under the trial court's ruling, Executive Orders must necessarily be limited to suspending a statutory requirement or leaving it intact, but they can not make any modifications to the requirement, even to mitigate the impacts of the suspension and accomplish the legislative intent behind the suspended mandate. This, too, would lead to unworkable results for local governments.

For example, under normal circumstances, the various statutory requirements related to in-person hearings and physical notice promote public participation and transparency.

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But the unique circumstances of the COVID-19 pandemic make compliance both difficult and dangerous to public health and safety by subjecting government workers and members of the public to risk of exposure to the virus. Recognizing this reality, Executive Order N-63-20 suspended requirements that public employers post notices on physical "employee bulletin boards" on the condition that the employer provide such notice through electronic means. (Governor's Exec. Order No. N-63-20, ¶ 10 (May 7, 2020).) It also suspended certain requirements that parties, witnesses, or the public participate in hearings in person on the condition that participants may access the entire proceeding while it is taking place through alternative, electronic means and the presiding officer otherwise complies with certain civil rights and accessibility requirements. (*Id.* ¶ 11.) As described above, other Executive Orders took similar actions with respect to the public meeting requirements under the Brown Act. (See *supra*, Part I.C.)

Empowering local governments to move certain operations online to protect against the risks associated with in-person gathering promotes the values of transparency and public participation that animate the suspended requirements while assisting with management of the crisis itself. These conditional suspensions thus afford local governments the flexibility necessary during emergencies to continue governing in a fashion that hews as closely as possible to statutory intent given the circumstances. But under the trial court's ruling, the Executive Orders must either leave contextually harmful in-person noticing

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and meeting mandates intact or eviscerate legislative intent by waiving them entirely. This binary choice is damaging to local governments that rely on the alteration of statutory requirements during an emergency in a way that allows them to maintain continuity of operations in a manner most consistent with the underlying purpose of the suspended requirements and their response to the crisis at hand.

Beyond the flexibility that conditional suspensions afford, Executive Orders permitted by CESA also offer critical relief from various statutory deadlines so that local governments implementing continuity of operations plans can focus on addressing the emergency. Under ordinary circumstances, these requirements guarantee timely action by local government. During emergencies, however, when the public workforce may be drastically reduced or redirected, strict adherence to timeframes may disserve the public. For example, County Boards of Equalization or Assessment Appeals Boards are statutorily required to make a final determination on assessment appeals within two years of a timely filed application; if they do not, the applicant's opinion on value is automatically accepted. (Rev. & Tax. Code, § 1604.) Given the various disruptions caused by the COVID-19 pandemic, Executive Order N-72-20 extended to January 31, 2021 the deadline by which Boards must issue decisions on property tax assessment appeals. (Governor's Exec. Order No. N-72-20, ¶ 1 (July 31, 2020).) As another example, agencies normally have 30 days to act on an administrative law judge's proposed decision; if an agency fails to act within 30 days,

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the proposed decision is deemed adopted by the agency. Executive Order N-35-20 doubled the time for agency action. (Governor's Exec. Order No. N-35-20, ¶ 8 (Mar. 21, 2020).) Likewise, Executive Order N-40-20 extended by 60 days the deadline for opening and completing investigation of alleged misconduct by public safety officers. (Governor's Exec. Order No. N-40-20, ¶ 15 (Mar. 30, 2020).)

Under the trial court's decision, the Governor could suspend these statutory deadlines but not affirmatively extend them to a time certain. In other words, a Governor would have to choose between providing much needed relief to local governments laboring under emergency conditions and providing predictability to the constituents who rely on timely government action. If, faced with this Cornelian dilemma, a Governor chose not suspend the deadlines because he could not affirmatively extend them, local governments could be forced to redirect much-needed resources *away* from emergency response in order to avoid the penalties that would stem from otherwise missed deadlines.

As these examples demonstrate, the trial court's decision, as interpreted by the Real Parties in Interest, is untenable and would lead to perverse results: less transparent government, less public participation, and fewer resources devoted to the emergency at hand. What Real Parties in Interest label as a "parade of horribles" (Return to Writ at pp. 29–30) is in fact the real and practical harm of the trial court's decision, if left to stand.

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CONCLUSION

For the foregoing reasons, CSAC and Cal Cities respectfully urge this Court to grant the relief requested in Petitioner's petition for a writ of mandate directing the trial court to vacate its November 13, 2020 Statement of Decision.

Dated: December18, 2020

Respectfully submitted,

/s/___

Jennifer Henning
California State Association of Counties

/s/___

Corrie Manning
League of California Cities

COUNTY OF SANTA CLARA
JAMES R. WILLIAMS,
County Counsel

/s/___

By: Hannah M. Kieschnick
Deputy County Counsel

Attorneys for *Amici Curiae* California State Association of Counties and League of California Cities

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CERTIFICATE OF WORD COUNT

Pursuant to Rule of Court 8.204(c)(1), I certify that the foregoing Brief of Amici Curiae California State Association of Counties and League of California Cities in Support of Petitioners contains 5,588 words, including footnotes, but not including the Table of Contents, Table of Authorities, this Certificate, the caption page, or signature blocks.

Dated: December 18, 2020

Respectfully submitted,

By: /s/

Jennifer Henning
Litigation Counsel
California State Association of Counties

Attachment: newsom_v_superior_court_gallagher_csac_cal_cities_amicus_brief (3) (6332 : Letter to CSAC re Newsom v Gallagher)

Wendy Tyler

From: Kent S. Boes
Sent: Wednesday, January 13, 2021 4:35 PM
To: Wendy Tyler
Subject: Fwd: CSAC is Lying to You

Sent from my iPhone

Begin forwarded message:

From: "Gallagher, James" <James.Gallagher@asm.ca.gov>
Date: January 13, 2021 at 3:37:38 PM PST
To: "Gallagher, James" <James.Gallagher@asm.ca.gov>
Subject: CSAC is Lying to You

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.

California County Supervisors:

On December 18th, CSAC filed a 30-page amicus brief in our case challenging the Governor's use of an executive order to unilaterally change election law without the Legislature (Gallagher/Kiley v. Newsom). The brief was filed in support of the Governor.

Three days later, CSAC Executive Director Graham Knaus sent a mass email to County Supervisors, likely in response to blowback from CSAC Member Counties.

Mr. Knaus told you in that December 21st email that CSAC was only *"asking the court to clarify the scope of the trial court order."*

However, the CSAC brief to the Third District Court of Appeals tells a different story. Here's the key excerpt from the CSAC amicus brief:

"This Court should grant the relief requested in [Governor's] petition for writ of mandate."

The relief requested by CSAC is to vacate the judgment in its entirety - including the Court's determination that the Governor acted unconstitutionally in changing state elections laws overnight by executive order.

In this section of their brief, CSAC specifically asks the Court to vacate the November 13, 2020 Statement of Decision. This was a decision that struck down the Executive Order and found that the Governor is not authorized under the Emergency Services Act to "amend, alter or change statutory law or to establish legislative policy" i.e. "to legislate" as that is a violation of separation of powers. This was a decision lauded by many local officials as a needed check on the Governor's overreach of power during this emergency.

Attachment: gallagher email (6332 : Letter to CSAC re Newsom v Gallagher)

CSAC supports the Governor's argument that he can not only suspend a statute, but also write in his own provisions amending the statute. From the CSAC brief: *"...to the extent that the trial court's decision suggests that CESA only authorizes unconditional suspensions of statutory mandates during emergencies, such an interpretation would be contrary to historical practice... leading to unworkable results for local governments."*

Under this logic from CSAC, the Governor could arbitrarily re-write statutory mandates in whatever way he sees fit. He could legislate on his own. It would be complete one-man rule. **Your organization is on record supporting this argument.**

Finally, and perhaps most egregiously, CSAC argues (on your behalf) against local control. If a statutory mandate (such as the Brown Act) is suspended, CSAC says that the Governor, and not local governments, should determine the new operative rules for everyone. This is an even greater arbitrary and autocratic use of power than that posed by the Blueprint Framework and Regional Stay at Home Order. **In sum, it allows the Governor to make all the rules that impact our constituents without your input and without the due process of representative government. CSAC is going along with all of this in your name.**

The time for standing on the sidelines is over. If you care about representative government and local control you need to hold CSAC accountable. They are not looking out for you.

In service,

James Gallagher
Assemblyman, Third District
James.Gallagher@asm.ca.gov

Attachment: gallagher email (6332 : Letter to CSAC re Newsom v Gallagher)

Wendy Tyler

From: CSAC President James Gore <csacpresident@counties.org>
Sent: Thursday, January 14, 2021 3:57 PM
To: Wendy Tyler
Subject: CSAC COVID Update & Gallagher v Newsom Litigation -- Thursday, January 14, 2021

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View this email in your browser



To: **All County Supervisors**
All CAO/CEOs
All Legislative Coordinators

From: **James Gore, CSAC President and Sonoma County Supervisor**
Ed Valenzuela, CSAC First Vice President and Siskiyou County Supervisor
Chuck Washington, CSAC Second Vice President and Riverside County Supervisor
Lisa Bartlett, CSAC Immediate Past President and Orange County Supervisor

CSAC COVID Update & *Gallagher v Newsom* Litigation

The CSAC Executive Committee met this morning to discuss and respond to multiple urgent county issues, including COVID-19 vaccination rollout, the Governor's January budget proposal, Association appointments, and the CSAC Officer response regarding criticism of CSAC's involvement with the *Gallagher/Kiley v. Newsom* case.

Vaccine Rollout

The Governor surprised many yesterday with his decree allowing all Californians aged 65 years or older access to the COVID-19 vaccines. His announcement was made without local input and in the context of an existing shortage of the vaccines, with just 2,862,350 single doses available statewide and more than 6 million people 65 years or older who now qualify for vaccination.

The Governor's Cabinet Secretary Ana Matosantos and Director of the Department of Finance Keely Bosler emphasized the need to rollout the vaccines as quickly as possible, and said their data indicated that just 30 percent of the vaccines available had been administered to date.

Attachment: CSAC GORE email (6332 : Letter to CSAC re Newsom v Gallagher)

Executive Committee members pushed back on the state's characterization of a slow rollout on the county side, citing the lack of data, shortage of vaccines, lack of transparency, and the disjointed and opaque allocation process as barriers in local vaccine distribution. For a complete list of county requests for vaccine distribution, click here.

Counties are also seeking immediate state fiscal resources to supercharge the vaccine rollout and requesting a total of $1.2 billion in all funding for county COVID-19 functions. Please see our joint county budget request here.

CSAC Officer Information on *Gallagher v. Newsom* Litigation

County supervisors received an email yesterday from Assembly Member Gallagher regarding CSAC's amicus brief filed in the *Gallagher/Kiley v. Newsom* lawsuit. To assist in better understanding the purpose of filing an amicus brief on behalf of the Association in the appeal of the trial court decision, the CSAC Officers offer the following facts and information:

1. There's no question that there are important governmental authority questions raised by the pandemic that warrant a robust discussion and potential action. For CSAC, and the League of Cities that joined CSAC in the amicus brief, our involvement in this case is not political in any way. CSAC's amicus brief is narrowly focused on preserving essential county authority and flexibility during a pandemic, fire, flood, earthquake, or other disaster that the trial court's ruling may prohibit unless the Court of Appeal acts. If the Court of Appeal agrees with CSAC that the trial court ruling was overly broad and undermines Executive Orders relied upon by counties in emergencies, the legal mechanism to resolve that issue would be for the Court of Appeal to vacate the trial court ruling, which simply means that the appellate court sets aside the judgment of the lower court, and then issues an opinion consistent with the clarifications CSAC requested.

2. The lawsuit is not related to COVID public health orders or the Governor's authority to issue them — that authority is in a separate code section and not in question.

3. CSAC did not engage in the original arguments of the case dealing with an all-mail ballot election. Ultimately, the Legislature took action, making this moot for the 2020 election; however the lawsuit moved forward to challenge the Governor's authority to change how an election can be conducted via executive order.

4. Note that county flexibilities that come from an executive order during a disaster would be prohibited under the ruling of the trial court. These flexibilities enhance local authority to manage during the critical moments of a disaster and have recently included: 2019 flooding/mudslides, September 2020 fires in Northern and Southern California, May/June 2020 protests and riots, 2019 San Bernardino County earthquake, Camp fire, and most of the devastating fires going back to 2017.

5. Specific authority and flexibility granted to counties that is potentially at risk:
   a. Board COVID briefings requiring Brown Act flexibility.
   b. Board authority to hold remote Board meetings and alternative options for public comment.
   c. Emergency expedited county contracting authority.
   d. Extensions for residents to file property tax postponement post-disaster.
   e. Extensions to disaster-impacted business filings, tax audits, and assessments.
   f. Expedited debris removal and hazardous waste cleanup including authorizing US

Attachment: CSAC GORE email (6332 : Letter to CSAC re Newsom v Gallagher)

EPA and FEMA mutual aid.

g. Prohibition on price gouging in disaster-impacted communities.

For questions about CSAC's involvement and position on *Gallagher/Kiley v Newsom*, please don't hesitate to contact CSAC President James Gore at csacpresident@counties.org. View the CSAC/LCC Amicus Brief in *Gallagher/Kiley v Newsom* here.

On behalf of the CSAC Officers, we wish to thank the CSAC Executive Committee for their work on behalf of California's 58 counties and the county staff working tirelessly to roll out COVID-19 vaccines.

James Gore
CSAC President and Sonoma County Supervisor
csacpresident@counties.org



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You're receiving this email to receive daily updates about how COVID-19 is affecting counties.

Our mailing address is:
CA State Association of Counties
1100 K St Ste 101
Sacramento, CA 95814-3932

Add us to your address book

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Attachment: CSAC GORE email (6332 : Letter to CSAC re Newsom v Gallagher)

JOSE MERCED CORONA, DISTRICT I
DAURICE KALFSBEEK SMITH, DISTRICT II
KENT S. BOES, DISTRICT III,
VICE-CHAIR
GARY J. EVANS, DISTRICT IV,
CHAIR
DENISE J. CARTER, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

January 19, 2021

VIA EMAIL and US Mail District4@sonoma-county.org

James Gore, President
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

RE: Newsom v Superior Court (Gallagher)

Dear President Gore:

We are writing to express our displeasure with the recent action taken by CSAC in filing an amicus brief in Newsom v Superior Court (Gallagher).

Mr. Knaus' December 21, 2020 email advises that CSAC and the League of California Cities filed the brief "*asking the court to clarify the scope of the trial court order.*" While we don't disagree that clarification regarding which executive orders the court's decision applies to would be helpful for county operations, this is not what the brief is asking for. The brief, in fact, "*urges*" the Court of Appeal to "*grant the relief requested in Petitioner's petition….directing the trial court to vacate its November 13, 2020 Statement of Decision.*" Webster defines "clarify" as: to make understandable; to free of confusion, and Collins Dictionary of Law defines "vacate" as: to cancel or rescind, make void or of no effect.

The email is, **at the very least**, misleading in that the amicus brief is in support of Governor Newsom's request to vacate the trial court's order. Nowhere in the Governor's Writ does he seek clarification.

Additionally, while we understand that the process followed by the CSAC Litigation Coordination Program does not typically involve the full Board of Directors, and has limited involvement with the Executive Committee, a case as politically charged as this one, impacting all 58 counties, should be considered anything but typical. In this instance, and others similar, it would seem to be in CSAC's best interest to involve the full Board of Directors in the discussion and decision to file such an amicus brief. Not doing so effectively silences the voices of many member counties, denying them the ability to voice their support, opposition, or even merely their opinion.

Attachment: CSAC ltr (6332 : Letter to CSAC re Newsom v Gallagher)

Lastly, given that CSAC serves all 58 counties, it would seem that, at a minimum, the nine counties represented by Assembly members Gallagher and Kiley should have been given the courtesy of a notification prior to, or at the time of the filing of the brief. Instead, we found ourselves placed in the uncomfortable position of hearing about the filing from our Assembly member on Friday evening, December 18th. This has created unnecessary tension that otherwise could have been avoided. We all rely on our legislators to work on our behalf and, in times as tumultuous as we are currently experiencing, this added strain is less than productive.

Our hope moving forward is that CSAC staff treats such divisive measures like this litigation with a bit more diplomacy and show some degree of respect for those impacted by their actions.

Respectfully,

GARY J. EVANS, CHAIR
COLUSA COUNTY BOARD OF SUPERVISORS

cc via email: The Honorable James Gallagher
The Honorable Kevin Kiley
Butte County Board of Supervisors
El Dorado County Board of Supervisors
Glenn County Board of Supervisors
Placer County Board of Supervisors
Sacramento County Board of Supervisors
Sutter County Board of Supervisors
Tehama County Board of Supervisors
Yuba County Board of Supervisors
Graham Knaus, Executive Director CSAC
Jennifer Henning, CSAC General Counsel

Attachment: CSAC ltr (6332 : Letter to CSAC re Newsom v Gallagher)

COUNTY OF COLUSA, CA **8.2**

Request For County Board of Supervisors Action

MEETING DATE:	**January 19, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Discussion/direction regarding appointment(s) to the Regional Housing Authority**

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

Detailed Description/Background of request

In the past the Board of Supervisors has appointed 2 Supervisors to sit on the Regional Housing Authority Board (RHA Board) to represent Colusa County. Recently we received an inquiry by a citizen who has expressed interest in sitting on the RHA Board.

Per the Bylaws (attached) **Section 2 - Composition of the Board and Terms of Commissioners** - The Board shall be composed of two (2) Commissioners appointed by the Governing Body of the City of Yuba City, City of Live Oak and the City of Colusa, two (2) Commissioners appointed by the Governing Body of Sutter County, Nevada County, Yuba County and Colusa County.

Elected Commissioners will serve a term of one (1) year commencing on January 31 of each year. Non-Elected appointees shall serve for a term of four (4) years commencing on January 31 of the year of their appointment.

This item is seeking direction as to the manner in which the Board of Supervisors would like to appoint to the RHA Board.

The Board of Supervisors can keep the appointment as is and appoint two (2) Supervisors to the RHA Board
or
The Board of Supervisors can choose to appoint one (1) Supervisor and one (1) citizen. If the Board chooses to appoint a citizen, a Notice of Vacancy will need to be published for 10 days, to seek applications for the appointment. The Board could then make the appointment at the February 16, 2021 Board meeting.

I have reached out to the Executive Assistant of the Regional Housing Authority Board and requested information as to Commissioner Qualifications and Requirements in case the Board of Supervisors chooses to appoint a citizen; attached you will find the following:

- Bylaws of the Regional Housing Authority
- Application to the Regional Housing Authority Board of Commissioners
- Supplemental Questionnaire, and
- Code of Conduct

In 2020 the makeup of the RHA Board was as follows:
Governing Body of the City of Yuba City
City Council member
Citizen
Governing Body of the City of Live Oak
2 City Council members
Governing Body of the City of Colusa
Finance Director - Per the City Clerk only one person is appointed by the City.
Sutter County Board of Supervisors
County Supervisor
Citizen
Nevada County Board of Supervisors
County Supervisor
Director of Planning
Yuba County Board of Supervisors
2 County Supervisors
Colusa County Board of Supervisors
2 County Supervisors

Prior Board Action
1/21/20 Supervisor appointment was made

Fiscal Impact/Funding Source
None

Action for the Clerk
Follow through with direction given.

ATTACHMENTS:

- BY-LAWS-Regional Housing Authority 11-4-2020 (PDF)
- Code of Conduct (DOC)
- Comm_App RHA letterhead (DOC)
- Comm_Supp RHA letterhead (DOC)

BY-LAWS OF

REGIONAL HOUSING AUTHORITY

ARTICLE I. – NAME & PURPOSE

Section 1. – Name

The name of the Authority shall be "Regional Housing Authority".

Section 2. – Purpose

The Regional Housing Authority ("the Housing Authority") is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority, which Agreement created the Regional Housing Authority, effective April 20, 2011, (the "Agreement") and the Housing Authority Law (California Health & Safety Code section 34200 et seq.) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. – Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. – BOARD OF COMMISSIONERS

Section 1. – Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the "Board"), as is further specified in the Agreement.

Section 2. – Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors and except as otherwise provided

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

Elected Commissioners will serve a term of one (1) year commencing on January 31 of each year. Non-Elected and Non-tenant Commissioners shall serve for a term of four (4) years commencing on January 31 of the year of their appointment. Vacancies shall be filled for the unexpired portion of the term. The Tenant Commissioner jointly appointed shall serve for a term of two (2) years commencing on January 31 of the year of their appointment. His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority. His/Her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board.

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent additional Governing Bodies, provided that the addition of parties to the Agreement shall be approved by the Housing Authority and an affirmative vote of a majority of the Member Governing Bodies.

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity, resignation, increase in the number of Commissioners, removal or otherwise, shall be filled by the Governing Body of the respective Member City or County.

Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body. Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation.

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City's or County's Governing Body.

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

A. No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)

B. Family is defined as parents, spouse, children, siblings, grandparents, grandchildren, significant other and domestic partner.

ARTICLE III. – MEETINGS OF THE BOARD

Section 1. – Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

Section 2. – Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary's recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. – Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. – Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. – Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner's and Member Governing Body's address as it is shown on the records of the Housing Authority.

Section 6. – Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. – Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the "yeas" and "nays" shall be entered upon the Minutes of such meeting. The

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. – Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. – Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. – OFFICERS

Section 1. – Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. – Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.

Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director; he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).

Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V. – COMMITTEES OF THE BOARD

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.

Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

Section 5. – Fees and Compensation

Commissioners shall not receive any salary for their services as members of a Committee; however, a stipend equal to the amount paid for attendance of all Regular or Special Board of Commissioner meetings shall be paid to Committee members as allowed by California Health and Safety Code Section 34274.

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority's business, subject to approval by the Board, or the Housing Authority's Executive Committee

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.

B. Coordinating and carrying out the Housing Authority's purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;

C. Attending, as a non-voting member, the meetings of the Board and its committees;

D. Representing the Board and the Housing Authority in dealings with the public and other organizations;

E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

F. Performing such specific duties as are set forth in the Agreement; and

G. Performing such specific duties that are delegated by the Board.

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners, and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

A. Chairperson of the Board;

B. The Vice-Chairperson of the Board;

C. The Executive Director/Secretary; or

D. Specific check signers designated by Board Resolution.

Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least eight (8) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority.
2. That the forgoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on November 4, 2020.

IN WITNESS WHEREOF, I hereunto subscribed my name this 4th day of November 2020.

Gustavo Becerra
Executive Director and Secretary

Attachment: BY-LAWS-Regional Housing Authority 11-4-2020 (6316 : Discussion/direction regarding Regional Housing Authority

REGIONAL HOUSING AUTHORITY
Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993
Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775
www.RegionalHA.org

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

CODE OF CONDUCT

I. PURPOSE

To protect the integrity of the Regional Housing RHA (RHA) information and services and employee efforts and to reduce the risk of litigation.

II. SCOPE

This policy applies to all employees, appointed officials and agents.

III. POLICY

Employees, appointed officials and agents are expected to devote their best efforts to the interests of the RHA and the conduct of its affairs. The RHA recognizes the rights of employees, appointed officials and agents to engage in activities outside of their employment which are of a private nature and unrelated to RHA business. However, a policy of full disclosure will be followed to assess and prevent potential conflicts of interest from arising.

No employee, appointed officials or agent of the RHA shall participate in selection, or in the award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, appointed officials, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in any contract selected for award.

a. Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

Note that it is impossible to outline all possible or potential conflicts of interest or the appearance of such conflicts. All employees, appointed officials and agents are required to exercise sound and reasonable judgement in determining whether a potential conflict, actual conflict or prospective conflict may exist which may have an influence on his or her decisions or actions as an employee of the RHA, or which could give the appearance of conflict.

If potential, actual or prospective conflict situations arise, an employee shall inform his or her department head and complete a Statement of Conflict of Interest.

Failure to disclose in writing such information may, after consideration of all pertinent facts, result in disciplinary action, up to and including dismissal.

IV. **PROCEDURE**

A. The following circumstances and conditions are not all-inclusive, and are set forth to guide employees, appointed officials and agents:

1. Employees, appointed officials and agents have an obligation to devote their full time to employment with the RHA.

2. No employee shall be employed in a dual employment capacity within RHA. That is, no one employee shall hold two RHA positions whether the positions are part-time, full-time or temporary.

3. No employee shall engage in outside work that will interfere with his or her primary job with the RHA. Nor will any employee engage in any activity of a nature that is in some way hostile or adverse to the RHA.

4. No employee of the RHA shall accept a retainer, commission, consulting fee or any other fee arrangement or remuneration from any job or service that may be a conflict without full written disclosure to the Executive Director. Full written disclosure must occur prior to any arrangement that may be a conflict. In the case of the Executive Director, full written disclosure shall be made to the Board of Commissioners.

5. No employee of the RHA shall neither solicit nor accept cash, gifts or favors of substantial value from clients, contractors, potential contractors or vendors. All gifts of substantial value must be declined politely. Employees, appointed officials and agents who receive consumable gifts shall share the gifts amongst all employees, appointed officials and agents. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

6. No employee, appointed officials or agent who exercises or has exercised any function or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a RHA activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

whom he or she has family or business ties, during his or her tenure. Such conflict would arise when a financial or other interest in a firm selected by RHA for award is held by:

a. An employee, appointed officials, or agent involved in making the award;

b. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

c. His/her partner; or

d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

7. No outside work shall be done during an employee's work hours and no RHA facilities, equipment, labor or supplies shall be used to conduct this outside activity.

8. RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. No RHA property shall be used for an employee's personal use or outside work activities.

9. An employee must disclose in writing any acquisition of or retention of ownership interest in property leased or offered for lease to the RHA or subsidized by the Section 8 or successor programs.

10. An employee, appointed officials or agent must not rent to a Section 8 client.

11. No employee shall make an employment decision regarding a relative or supervise a relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

12. Managers must identify and address cases that can have a potential or appearance of a potential conflict of interest.

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

13. A special case management plan will be produced to address each case that has a potential or appearance of a potential conflict of interest.

B. Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor, manager, Executive Assistant/HR Coordinator or Executive Director.

C. Failure to disclose in writing information related to any of the above points may lead to disciplinary action up to and including termination. Disclosure must take place once an employee has knowledge of a possible conflict of interest. Disclosure must take place for each occurrence.

D. A questionnaire dealing with conflict of interest will be completed annually by all employees, appointed officials and agents covered by the scope of this policy as a continuing reminder and control on this important subject. However, an employee must disclose any potential conflict of interest any time they have knowledge of a potential conflict. A questionnaire must be completed under any circumstances that may present a potential conflict.

V. Administration

A. Any employee, appointed officials or agent of the RHA shall report violations of this Code of Conduct to his/her supervisor, manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair and the Executive Director shall report any cases of possible conflict of interest concerning himself or herself in writing to the Board Chair.

B. There will be no retaliation against any party who makes a good faith report or complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

C. All RHA's supervisors/manager have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher-level manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal report or complaint has been made.

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

VI. **Dissemination**

A. Any employee, appointed officials or agent of the RHA shall be informed of this Code of Conduct when he/she is initially retained by the RHA, and on an annual basis thereafter.

VII. **Contact Information**

Grantee Legal Name:	Regional Housing Authority
DUNS #:	621882174
Address:	1455 Butte House Road, Yuba City, CA 95993
Phone #:	(530) 671-0220
Email Address:	g.becerra@regionalha.org
Authorized Official and Title:	Gustavo Becerra, Executive Director

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

REGIONAL HOUSING AUTHORITY
STATEMENT OF CONFLICT OF INTEREST

Employee Name: _____ Job Classification: _____

STATEMENT OF EMPLOYEE AND FAMILY PARTICIPATION IN HOUSING RHA ASSISTANCE PROGRAMS

Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

1. Do you, your spouse, or any member of your immediate family (parents, spouse, children, siblings, grandparents, grandchildren, significant other or domestic partner) engage in any outside business that may be a conflict of interest, or a potential appearance of a conflict of interest?
   _____ Yes _____ No

   If yes, please list the individual(s) involved, their relationship to you and the nature of the business.

   _____

   _____

2. Are you an applicant on the RHA's Waiting List?
   _____ Yes _____ No

3. Are you currently receiving housing assistance from the RHA?
   _____ Yes _____ No

4. Do you currently own or have an interest in property that is being subsidized by the RHA?
   _____ Yes _____ No

   If yes, please list the property address(es) and the name(s) of any person(s) with whom you own the property.

   _____

   _____

   _____

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

5. Are any of your immediate family members applicants on the RHA's Waiting list?
_____ Yes _____ No

If yes, please list name and relationship of those persons.

_____

_____

_____

6. Are any of your immediate family members participants in any of the RHA's programs?
_____ Yes _____ No

If yes, please list name and relationship of those persons.

_____

_____

_____

7. Do any of your immediate family members own or have an interest in any property being subsidized by the RHA?

_____ Yes _____ No

If yes, please list the property address and name and relationship of those persons.

_____

_____

_____

8. Are you related to or have a close personal relationship with any other RHA employees, appointed officials or agents?
_____ Yes _____ No
If yes, please list name and relationship of those persons.

_____

_____

_____

9. Other (please explain): _____

_____

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

STATEMENT OF EMPLOYEE AWARENESS OF PROPER USE OF RHA MATERIALS AND EQUIPMENT

I understand that RHA materials including RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. I also understand that no RHA property shall be used for an employee's personal use or outside work activities.

Signed: _____ Date: _____
Employee's Signature

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

CONFLICT OF INTEREST REVIEW

(To be completed by Manager)

Note: If the answer to any of the questions on the Statement of Conflict of Interest is "Yes", there is a potential conflict of interest, the Manager will indicate required follow-up action.

_____ No apparent conflict of interest.

_____ Potential or potential appearance of a conflict of interest.

_____ There is a conflict of interest.

DESCRIPTION OF CONFLICT OF INTEREST, POTENTIAL CONFLICT OF INTEREST OR POTENTIAL APPEARANCE OF A CONFLICT OF INTEREST:

_____
_____
_____
_____
_____

_____ (Manager's Initials) _____ (Executive Director's Initials)

FOLLOW-UP ACTION: _____

_____

CASE MANAGEMENT PLAN: _____

_____
_____
_____
_____

_____
Employee's Signature/Date

_____
Executive Director's Signature/Date

Attachment: Code of Conduct (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

REGIONAL HOUSING AUTHORITY
Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993
Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775
www.RegionalHA.org

Attachment: Comm_App RHA letterhead (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

APPLICATION TO THE REGIONAL HOUSING AUTHORITY

BOARD OF COMMISSIONERS

Name: _____ Phone: Home: _____
Address: _____ Work: _____
City, Zip: _____ Email: _____

Are you currently serving on a board/commission/committee/council? Yes____ No ____
Employment experience: _____

_____

_____

Community and organization volunteer experience: _____

_____

_____

Education: _____

_____

Other experience or training: _____

_____

COMMISSIONER QUALIFICATIONS AND REQUIREMENTS

Commissioner appointments to the Regional Housing Authority have certain statutory and regulatory qualifications and requirements that must be met by candidates. These qualifications and requirements include but are not limited to:

1. If applying for the Tenant Commissioner position, you must be a resident at one of the properties owed/managed by the Regional Housing Authority
2. Able to participate in public meetings and willing to make necessary time commitment.
3. Able to work as a team member with other commissioners and Executive Director on building consensus towards the best stewardship of scare public resources to address local housing needs.
4. Prior public commission or committee experience is desirable.
5. Knowledge of local community and interest in affordable housing issues. Specialized knowledge of real estate, construction, landlord/tenant, finance, or Social Services is beneficial.
6. Cannot have any Conflict of Interest with any housing programs (See Code of Conduct attached)

The Housing Authority is an equal opportunity employer and housing provider.

Certification: I certify that all of the above statements made on this application are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Board of Commissioners of the Regional Housing Authority.

Signature _____ Date _____

Thank you for your application. Applications are only good for one year. Your application will be considered by the Regional Housing Authority if a vacancy exists and you meet the requirements. **Please mail or deliver your completed application to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

Attachment: Comm_App RHA letterhead (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

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SUPPLEMENTAL QUESTIONNAIRE
Regional Housing Authority– Board of Commissioners

Name: _____ Phone: Home: _____
Address: _____ Work: _____
City, Zip: _____ Email: _____

Please answer the following questions (use additional sheets, if necessary):

Describe why you are interested in becoming a Commissioner of the Regional Housing Authority (RHA)._____

Describe some of the issues facing RHA and indicate how you would address them.

Certification: I certify that all of the above statements made on this supplemental questionnaire are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Regional Housing Authority Board of Commissioners.

Signature _____ Date _____

Thank you for completing the supplemental questionnaire. **Please mail or hand deliver this document and your résumé (or a detailed list of your educational background, employment history, and volunteer activities) to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

The Housing Authority is an equal opportunity employer and housing provider.

Attachment: Comm_Supp RHA letterhead (6316 : Discussion/direction regarding Regional Housing Authority Appointment(s))

COUNTY OF COLUSA, CA **8.3**

Request For County Board of Supervisors Action

MEETING DATE: **January 19, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Approve/Acknowledge Board of Supervisors Appointments**

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

Detailed Description/Background of request

Every year, the Board of Supervisors Chair makes appointments to various Committees, Commissions, Boards, District Voting Member Assignments, and Ad-Hoc Committees, and needs to make appointments for 2021.

On March 24, 2020 the Board amended Policy No. 107 - CAO Duties and Responsibilities, therefore you will not need to appoint Department Liaisons.

Prior Board Action

March 24, 2020 the Board repealed Policy No. 106 - Department Liaison Program and adopt amended Policy No. 107, County Administrative Officer Duties and Responsibilities.

2020 Chair Carter reviewed the list of appointments and appointments were made at the January 21, 2020 Regular meeting.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Update website and distribute accordingly. 700 Forms will need to be done for assuming and leaving office(s). Put copy in Supervisors office by posting on cork board.

ATTACHMENTS:

- 2021 Committees Commissions Boards & District Voting Assignments (DOCX)
- 2021 Ad-Hoc Committees(DOCX)

2021 Committees, Commissions, Boards, & District Voting Member Assignments

AIRPORT ADVISORY COMMITTEE
Denise J. Carter

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS
Kent S. Boes
J. Merced Corona (Alt.)
(BOS Appointed 9/29/20)

CSAC E.I.A
Todd Manouse
Kaline Moore (Alt.)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE
Kent S. Boes **(BOS Appointed 10/27/20)**
CAO

CHILDREN AND FAMILIES COMMISSION/FIRST 5
Daurice K. Smith

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)
Gary Evans **(Appointed 1/19/2021 – 1/18/2024)**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD
Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA
Denise J. Carter
Gary J. Evans

COMMUNITY ACTION PARTNERSHIP
J. Merced Corona
Daurice K. Smith

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD
Daurice K. Smith

ECONOMIC DEVELOPMENT CORPORATION (EDC)
COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE
Gary J. Evans
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE
Chair

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors
Denise J. Carter **(Appointed 1-5-2021)**
Gary J. Evans (Alt.) **(Appointed 1-5-2021)**

Attachment: 2021 Committees Commissions Boards & District Voting Assignments [Revision 2] (6317 : Approve/Acknowledge Appointments

INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE
Denise J. Carter **(1-23-18 through 1-22-2022)**
Gary J. Evans **(1-21-2020 through 1-20-2024)**

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334
Denise J. Carter
Kent S. Boes
J. Merced Corona (Alt.)
Appointment is for a 4 year term (1/19/2021-1/18/2024)

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION
Gary J. Evans
Kent S. Boes
J. Merced Corona

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Kent S. Boes
J. Merced Corona

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)
Denise J. Carter **(Appointed 3-10-20)**
(Effective 1-1-20 through December 31, 2021)

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)
Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
Gary J. Evans-Delegate
Terry Bressler – **(First apt. 5/28/19 Reappt 7/30/19)**
Denise J. Carter (Alt.)
Technical Advisory Committee (TAC) Appointments
Shall include one staff person from each county and one landowner representative from each county (2 year terms)
Hilary Reinhard – Landowner at Large (Voting member) **(Effective 3/5/19-3/4/2021)**
Mary Fahey - Staff person **(Effective 1/19/2021- 1/18/2023)**

REGIONAL HOUSING AUTHORITY
Kent S. Boes
(Effective 1/31/2021 – 1/30/2022, per amended Bylaws - elected appointees serve a 1 yr. term, non- elected appointees serves a 4 yrs. term)
Discussion will be held prior to this item regarding appointment of the second individual.

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Denise J. Carter **Reappointed 1-5-2021**
Gary J. Evans (Alt.) **Appointed 1-5-2021**

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)
Denise J. Carter **(Reappointed 1-5-2021)**
Mike Azevedo (Alt.) **(Reappointed 1-5-2021)**

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL
Denise J. Carter

Attachment: 2021 Committees Commissions Boards & District Voting Assignments [Revision 2] (6317 : Approve/Acknowledge Appointments

SIERRA SACRAMENTO EMS
Daurice K. Smith
J. Merced Corona

SITES JPA
Gary Evans

SITES RESIVIOUR COMMITTEE
Gary Evans
Mike Azevedo (Alt.)

TREASURY OVERSIGHT COMMITTEE
Daurice K. Smith
J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA
J. Merced Corona
Wendy Tyler

TRINDEL JPA
Kaline Moore
Todd Manouse (Alt.)

INDEPENDENT SOLID WASTE HEARING PANEL
Government Representative
Gary J. Evans **(Appointed 1/5/2021)**
(Effective January 10, 2021 – January 9, 2025)

Attachment: 2021 Committees Commissions Boards & District Voting Assignments [Revision 2] (6317 : Approve/Acknowledge Appointments

2021 COLUSA COUNTY BOARD OF SUPERVISORS AD-HOC COMMITTEES

All Committees/Sub-Committees will disband once project is completed

Animal Control Needs Assessment/Building Feasibility

Kent S. Boes
Denise J. Carter
Sheriff or his designee
Chief Probation Officer or his designee

Budget Sub-Committee (Chair and Vice-Chair)

Chair
Vice-Chair

Flood/FEMA Ad-Hoc Committees

Denise J. Carter
Daurice K. Smith

Tax Share Agreement Ad-Hoc Committee (Established 12/11/18)

Kent S. Boes
Gary J. Evans

Sphere of Influence Ad-Hoc Committee (Established 4-02-19)

Denise J. Carter
Daurice K. Smith

Industrial Hemp Ad-Hoc Committee (Established 4-30-19)

Kent S. Boes
Denise J. Carter

Maintenance Negotiation Agreement (with GCID, Glenn, And Colusa Counties) Ad-Hoc Committee (Established 03/24/20)

Kent S. Boes
Gary J. Evans

General Plan/Zoning Ad-Hoc Committee (Established 09-01-20)

Gary J. Evans
J. Merced Corona

Attachment: 2021 Ad-Hoc Committees (6317 : Approve/Acknowledge Appointments made by the 2021 Board Chair)