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

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

COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

January 14, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of December 17, 2024 Closed Session
- Announcement of Closed Session

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

II. PROCLAMATIONS
BOARD OF SUPERVISORS
1. Adopt Proclamation Honoring Greg Plucker Upon His Retirement.

COOPERATIVE EXTENSION
2. Adopt a Proclamation proclaiming the 4th week in January as Colusa County 4-H Week.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 10.

1. AG COMMISSIONER
Approve Amendment 1 to Standard Agreement (Number 24-0132-005-SF) with the **California Department of Food and Agriculture** for Pest Detection and Trapping, effective July 1, 2024.

2. APPOINTMENT/PRINCETON CEMETERY DISTRICT
Reappoint Tina Gordon to the Princeton Cemetery District effective January 10, 2025 through January 9, 2029. **(Application received: Tina Gordon)**

3. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT
Reappoint Greg Hansen to the Princeton Fire Protection District effective January 10, 2025 through January 9, 2029. **(Application received: Greg Hansen)**

4. COUNTY ADMINISTRATIVE OFFICE/COUNTY COUNSEL
Approve contract with **Westlaw** for the renewal and upgrade of the Law Library and authorize the Purchasing Agent to electronically sign.

5. COUNTY ADMINISTRATIVE OFFICE
Approve Conflict of Interest Codes for Arbuckle Public Utilities District, Glenn Valley Water District and Williams Unified School District.

6. COUNTY ADMINISTRATIVE OFFICE/DEPARTMENT HEALTH & HUMAN SERVICES
Approve Amendment Number 6 to **The Regents of the University of California, acting for and on behalf of University of California, Davis Health** to provide psychological evaluations and expert witness testimony services on an as-needed basis.

7. HEALTH AND HUMAN SERVICES
Approve allocation agreement with **CDPH** for implementation of California Home Visiting Program (CHVP).

8. PURCHASING AND PROCUREMENT/SENIOR NUTRITION
Approve the purchase of a commercial refrigerator, an un-budgeted fixed asset for the Public Health Department in the amount of $1,625.81 and authorize the Purchasing Agent to sign the Purchase Order.

9. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Open-End (Equity) Lease Rate Quote number Q8396248 with **Enterprise Fleet Management** for two (2) snow plow vehicles for the Road Department, including aftermarket equipment from Royal Truck Body, and authorize the Purchasing Agent to sign.

10. PURCHASING AND PROCUREMENT/JAIL
Ratify Change Order No. 2 with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility for additional work in the amount of $11,698.34 to be charged against Allowance AL-02, resulting in no increased cost to County.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

1. Adopt the following amended Personnel Rules and Policies, effective January 1, 2025:

   Personnel Rules 1.108.2(b)(8) Paid Leaves-Sick Leave
   Policy 308 Medical & Family Leave Policy
   Policy No. 308.1 Mandatory Paid Sick Hours Policy

2. Approve the updated job description and salary range adjustment from MSC10 ($2,710 - $4,450) to MSC12 ($2,848 - $4,676) for the classification of Peer Support Specialist, effective January 1, 2025.

3. Amend the Position Allocation Schedule for DHHS - Public Health Division by adding two Public Health Assistant positions, MSC16 ($3,145 - $5,162) per month and deleting one Vocational Assistant position MSC09 ($2,643 - $4,341) per month, effective February 1, 2025.

4. Adopt the Revised Job Class Table Reflecting the Following Changes Effective January 1, 2025: Hourly Rate Increase for Extra Help Due to Minimum Wage Increase, and Salary Range Adjustments for the Classifications of Chief Deputy District Attorney and Peer Support Specialist. **Further**, Retroactively Approve the Job Class Table for Elected Officials, for the period of January 1, 2023 through December 31, 2023.

V. AUDITOR

1. Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 24/25 Revenue and Appropriations Inter-Budget adjustment IB-013 and IB-015. **(4/5 vote required)**

2. Introduction and first reading by title only of a proposed ordinance amending appendix A of Section 2-100 of Article XVI of Chapter 2 of the County Code (Conflict of Interest Code).

VII. BOARD OF SUPERVISORS

1. Nominations and election of the 2025 Board of Supervisors Chair.

2. Nominations and election of the 2025 Board of Supervisors Vice-Chair.

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION

1. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimants: Specialized Utility Service Program
   Agency claimed against: Colusa County

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.).

3. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Cortina Integrated Waste Management Inc. v. Pacific Regional Director Bureau of Indian Affairs (Cortina Rancheria Kletsel Dehe Band of Wintun Indians) Case No. IBIA 19-058

9:30 a.m. PUBLIC HEARING

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Public Hearing and approval of a Resolution adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program, and approving a General Plan Amendment changing the land use designation of approximately 62+ acres of land from Agriculture General (AG) to Resource Conservation (RC).

   Further, introduction, by title only, and passage of an Ordinance to change the zoning classification of said land from Exclusive Agriculture (E-A) to Resource Management (R-M).

   Further, approve the Reservation and Discount Agreement for **the Harmony Valley Elderberry Longhorn Beetle Conservation bank with Westervelt Ecological Services**.

ADJOURN

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

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

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your

disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: January 14, 2025

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Adopt Proclamation Honoring Greg Plucker Upon His Retirement

Adopt Proclamation Honoring Greg Plucker Upon His Retirement.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- Plucker retirement (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS HONORING GREG PLUCKER COMMUNITY DEVELOPMENT DIRECTOR UPON HIS RETIREMENT

WHEREAS, Greg Plucker completed his Masters in Urban Planning in 1994 from San Jose State University after successfully completing his Bachelors of Science in Natural Resource Planning from Humboldt State University; and

WHEREAS, Mr. Plucker has 39 years of both public and private Planning experience in California, including working for the following: Lake County, City of San Ramon, City of Pleasanton, John Laing Homes, Siskiyou County, and Colusa County; and

WHEREAS, Mr. Plucker was appointed Colusa County Director of Planning and Building Services on July 26, 2016; and

WHEREAS, between October 2016 and December 2017, the Board transferred responsibility for the Environmental Health, Water Resources, and Community and Economic Development Divisions to Mr. Plucker, and along with his existing Planning and Building Services duties, and formed the Colusa County Community Development Department; and

WHEREAS, Mr. Plucker has reviewed and prepared innumerable staff reports, and made a multitude of eloquent and captivating presentations on a plethora of diverse, unique, and challenging projects during his tenure with Colusa County which he is very proud of, including but not limited to: a Commercial Solar and Battery Storage Facility, Habitat Mitigation and Management projects, Biochar processing facility, the Maxwell Community Plan, various Zoning Amendments, Tentative Parcel Maps, Use Permits and Variances, projects heard by the Airport Land Use Commission (ALUC), and work on Karen's House; and

WHEREAS, Greg and Cindy decided to retire in Lakebay, Washington, and started building their retirement home in the Pacific Northwest in 2020, at which point they learned that project management of the build was very challenging from out of state in California; and

WHEREAS, Greg intended to retire in 2023; however, there was a mutual desire between the County and Greg for him to continue working to finish up several major undertakings, and a telecommuting schedule was agreed upon. Under this arrangement he found himself flying back and forth every other week between Seattle and Sacramento, becoming the "Ultimate Super Commuter" and racking up tons of frequent flyer miles; and

WHEREAS, in his retirement he hopes to take up kayaking, continue to improve the Lakebay residence and property, spend time with family, travel and experience the Pacific Northwest, and continue his legacy as a true Renaissance Man.

NOW, THEREFORE, BE IT PROCLAIMED, that the County of Colusa does hereby wish Greg Plucker the very best in his upcoming retirement and thanks him for his years of service to the residents of Colusa County.

PASSED AND ADOPTED THIS 14th DAY OF JANUARY 2025

_____

Daurice Smith, Board Chair
Colusa County Board of Supervisors

Attachment: Plucker retirement [Revision 1] (10258 : Proclamation Honoring Greg Plucker)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Cooperative Extension**

FROM: **Ann Nordyke**

SUBJECT: **Adopt a Proclamation proclaiming the 4th week in January as Colusa County 4-H Week.**

Adopt a Proclamation proclaiming the 4th week in January as Colusa County 4-H Week.

Detailed Description/Background of request

The Colusa County UC Cooperative Extension 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 4th week of January as Colusa County 4-H week.

Prior Board Action

Approval of proclamation on January 16, 2024.

Fiscal Impact/Funding Source

There is no fiscal impact.

Action for the Clerk

Obtain signature on proclamation document, picture opportunity, and brief program update by department head.

ATTACHMENTS:

- 4H Week (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING THE FOURTH WEEK IN JANUARY 2025 AS COLUSA COUNTY 4-H WEEK

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, local 4-H club work in Colusa County began as early as 1925; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture and citizenship; and

WHEREAS, California 4-H is delivered by University of California Cooperative Extension, the research and outreach arm of the University of California's Division of Agriculture and Natural Resources; and

WHEREAS, 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Colusa County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries; and

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

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisor of the County of Colusa does herewith proclaim the week of January 20th through January 26, 2025 "Colusa County 4-H Week" in recognition of the UC Cooperative Extension 4-H Youth Development Program and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

PASSED AND ADOPTED this 14th day of January, 2025.

Board Chair
Colusa County Board of Supervisors

_____
Daurice Smith, Board Chair
Colusa County Board of Supervisors

Attachment: 4H Week [Revision 2] (10247 : Proclamation for Colusa County 4-H Week)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Dawn Brown**
SUBJECT:	**Approve Amendment 1 to Standard Agreement (Number 24-0132-005-SF) with the California Department of Food and Agriculture for Pest Detection and Trapping, effective July 1, 2024.**

Approve Amendment 1 to Standard Agreement (Number 24-0132-005-SF) with the **California Department of Food and Agriculture** for Pest Detection and Trapping, effective July 1, 2024.

Detailed Description/Background of request

The California Department of Agriculture has released additional funds to support the Pest Detection and Trapping program. This agreement amends the original agreement, #24-0132-005-SF, by adding an additional $39,383.00 for the trapping of Khapra Beetle, European Grape Berry Moth, and additional months trapping of the Oriental Fruit Fly and the Mediterranean Fruit Fly. The original Pest Detection agreement of $30,693.00 is now amended to $70,076.00.

Included in the amendment are an updated Attachment C (Commitment Form) and Attachment G (Budget and Survey Quick Guide) to replace the ones in the original agreement.

New financial plans for the increased amount are also included with Amendment 1.

Prior Board Action

Approved Standard agreement #24-0132-005-SF on 10/1/24

Fiscal Impact/Funding Source

This contract amendment increases the budgeted revenue for the Pest Detection Program to $70,076.00.

Action for the Clerk

Obtain signatures on original signature page and email signed document to Lauren Boulanger at lauren.boulanger@cdfa.ca.gov.

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

ATTACHMENTS:

- 24 25 Pest Detection Amendment (PDF)
- 24 25 Detection Trapping (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2024)

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **24-0132-005-SF**
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF COLUSA
2. The term of this Agreement is: July 1, 2024 through June 30, 2025
3. The maximum amount of this Agreement is: $70,076.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $39,383.00 for a new total not to exceed $70,076.00.

New financial plans for the increased amount are attached (11 Pages) and are hereby incorporated into th Agreement.

An updated Attachment C Commitment Form and Attachment G Budget and Survey Quick Guide are also attached (3 Pages) and hereby replace the ones in the original Agreement.

The additional funding was approved after the original Agreement was already processed and is now available to the county to fund additional Detection Trapping programs.

All other terms and conditions of this Agreement shall remain the same.

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Daurice Smith, Chair

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

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional European Grape Berry Moth Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Additional EGBM

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**39.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**24.00**
Total Hours:	**63.00**
Subtotal Personnel Cost:	**$3,733.86**
Overhead: 25%	**$933.47**
Total Personnel Cost:	**$4,667.33**

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

OFFICE SUPPLIES	**$10.00**
Total Supplies Cost:	**$10.00**

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

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

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	**$0.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	1.0	1,014.0	0.670	**$679.38**
Total Mileage Cost:				**$679.38**

Total Additional EGBM Cost:	**$5,357.00**

Total Agreement Amount CDFA will reimburse for Additional EGBM Cost:	**$5,357.00**

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional European Grape Berry Moth Personnel Work Sheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Additional EGBM					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
AG TECHNICIAN	$21.68	$25.64	$47.32	39.00	$1,845.48
Position Title 2	$0.00	$0.00	$0.00	0.00	$0.00
Position Title 3	$0.00	$0.00	$0.00	0.00	$0.00
			Detection Total:	**39.00**	**$1,845.48**
			THWS	**135.85**	
Non-Detection Positions					
AG COMMISSIONER	$66.87	$49.35	$116.22	2.00	$232.44
ASST AG COMM	$57.05	$41.21	$98.26	2.00	$196.52
DEPUTY AG COMM	$43.90	$37.27	$81.17	12.00	$974.04
FISCAL ADMIN OFFICER	$43.45	$33.19	$76.64	2.00	$153.28
ACCOUNTING TECHNICIAN	$28.90	$26.45	$55.35	6.00	$332.10
			Non-Detection Total:	**24.00**	**$1,888.38**
				Total Additional Personnel Cost:	**$3,733.86**

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

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Additional KB

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	341.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	24.00
Total Hours:	365.00
Subtotal Personnel Cost:	$18,024.50
Overhead: 25%	$4,506.13
Total Personnel Cost:	$22,530.63

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

OFFICE SUPPLIES	$10.00
SHIPPING SUPPLIES (boxes, tape, postage)	$350.00
Total Supplies Cost:	$360.00

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

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

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	725.0	0.670	$485.75
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	1,250.0	0.670	$837.50
Total Mileage Cost:				$1,323.25

Total Additional KB Cost:	$24,214.00
Total Agreement Amount CDFA will reimburse for Additional KB Cost:	$24,214.00

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Personnel Work Sheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Additional KB					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
AG TECHNICIAN	$21.68	$25.64	$47.32	341.00	$16,136.12
			Detection Total:	**341.00**	**$16,136.12**
			THWS	**340.34**	
Non-Detection Positions					
AG COMMISSIONER	$66.87	$49.35	$116.22	2.00	$232.44
ASST AG COMM	$57.05	$41.21	$98.26	2.00	$196.52
DEPUTY AG COMM	$43.90	$37.27	$81.17	12.00	$974.04
FISCAL ADMIN OFFICER	$43.45	$33.19	$76.64	2.00	$153.28
ACCOUNTING TECHNICIAN	$28.90	$26.45	$55.35	6.00	$332.10
			Non-Detection Total:	**24.00**	**$1,888.38**
				Total Additional Personnel Cost:	**$18,024.50**

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

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Oriental Fruit Fly Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Additional OF SUP

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	18.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	26.00
Total Hours:	44.00
Subtotal Personnel Cost:	$2,915.04
Overhead: 25%	$728.76
Total Personnel Cost:	$3,643.80

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

Item 1	$0.00
Total Supplies Cost:	$0.00

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

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

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	160.0	0.670	$107.20
Total Mileage Cost:				$107.20

Total Additional OF SUP Cost:	$3,751.00

Total Agreement Amount CDFA will reimburse for OF SUP Additional Cost:	$3,751.00

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Oriental Fruit Fly Personnel Work Sheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Additional OF SUP					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
AG TECHNICIAN	$21.68	$25.64	$47.32	18.00	$851.76
			Detection Total:	**18.00**	**$851.76**
			THWS	**16.50**	
Non-Detection Positions					
AG COMMISSIONER	$66.87	$49.35	$116.22	2.00	$232.44
ASST AG COMM	$57.05	$41.21	$98.26	3.00	$294.78
DEPUTY AG COMM	$43.90	$37.27	$81.17	12.00	$974.04
FISCAL ADMIN OFFICER	$43.45	$33.19	$76.64	3.00	$229.92
ACCOUNTING TECHNICIAN	$28.90	$26.45	$55.35	6.00	$332.10
			Non-Detection Total:	**26.00**	**$2,063.28**
				Total Additional Personnel Cost:	**$2,915.04**

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

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Mediterranean Fruit Fly Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Additional MF SUP

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	18.00
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	26.00
Total Hours:	44.00
Subtotal Personnel Cost:	$2,915.04
Overhead: 25%	$728.76
Total Personnel Cost:	$3,643.80

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

Item 1	$0.00
Total Supplies Cost:	$0.00

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

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

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	$0.00
State Vehicles	0.0	0.0	0.000	$0.00
Rental Vehicles	1.0	240.0	0.670	$160.80
Total Mileage Cost:				$160.80

Total Additional MF SUP Cost:	$3,805.00

Total Agreement Amount CDFA will reimburse for Additional MF SUP Cost:	$3,805.00

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
MF SUP Additional Personnel Work Sheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Additional MF SUP					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
AG TECHNICIAN	$21.68	$25.64	$47.32	18.00	$851.76
			Detection Total:	**18.00**	**$851.76**
			THWS	**16.62**	
Non-Detection Positions					
AG COMMISSIONER	$66.87	$49.35	$116.22	2.00	$232.44
ASST AG COMM	$57.05	$41.21	$98.26	3.00	$294.78
DEPUTY AG COMM	$43.90	$37.27	$81.17	12.00	$974.04
FISCAL ADMIN OFFICER	$43.45	$33.19	$76.64	3.00	$229.92
ACCOUNTING TECHNICIAN	$28.90	$26.45	$55.35	6.00	$332.10
			Non-Detection Total:	**26.00**	**$2,063.28**
				Total Additional Personnel Cost:	**$2,915.04**

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

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

County: **COLUSA**

Fiscal Year: **2024-2025**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Table 1

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

Table 2

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF		x		=	0.00
MP		x		=	0.00
OF		x		=	0.00
ML		x		=	0.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
SM		x		=	0.00
JB		x		=	0.00
EGBM	57.00	x	13.00	=	741.00
KB	119.00	x	26.00	=	3,094.00
OF SUPPL	15.00	x	2.00	=	30.00
MF SUPPL	34.00	x	2.00	=	68.00
				Total:	3,933.00

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

Table 3

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	0 (A)	÷	(B)	=	0 (C)	x1.1(10%	0.00 (D)
SM	TOTAL:	0 (A)	÷	(B)	=	0 (C)	x1.1(10%	0.00 (D)
JB	TOTAL:	0 (A)	÷	(B)	=	0 (C)	x1.1(10%	0.00 (D)
EGBM	TOTAL:	741	÷	6.00	=	123.50	x1.1(10%	135.85
KB	TOTAL:	3,094	÷	10.00	=	309.40	x1.1(10%	340.34
OF SUPPL	TOTAL:	30	÷	2.00	=	15.00	x1.1(10%	16.50
MF SUPPL	TOTAL:	68 (A)	÷	4.50 (B)	=	15.11 (C)	x1.1(10%	16.62 (D)

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

Form 66-223

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - CalTrap

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

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

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

C. Other Items of Expense

	NO. OF ITEMS	COST PER ITEM	COST
Additional iPad(s)	1	$1,400.00	$1,400.00
Additional iPad Accessories	4	$100.00	$400.00

	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
Data Plan	$38.01	12	1	$456.00
Insurance/Warranty (Optional)	$0.00	0	0	$0.00
Total Other Items of Expense Cost:				$2,256.00

Total CalTrap Cost:	$2,256.00
Total Agreement Amount CDFA will reimburse for CalTrap Cost:	$2,256.00

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - CalTrap					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Training Positions					
Ag Technician	$21.68	$25.64	$47.32	0.00	$0.00
Ag Biologist	$30.65	$22.11	$52.76	0.00	$0.00
Deputy Commissioner	$43.90	$37.27	$81.17	0.00	$0.00
			Training Total:	**0.00**	**$0.00**
Converting Data to CalTrap Positions					
Ag Technician	$21.68	$25.64	$47.32	0.00	$0.00
			Data Conversion Total:	**0.00**	**$0.00**
				Total CalTrap Personnel Cost:	**$0.00**

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 2024 / 2025 COMMITMENT FORM

AGRICULTURAL COMMISSIONER	COUNTY
M. Anastacia Allen	Colusa
DETECTION SPECIALIST	DATE
Juan Ayala	10/1/2024

TRAPPING			Other COMMITMENT	Core and Additional COMMITMENT CORE	/	ADDITIONAL	TOTAL COMMITMENT
JACKSON TRAP - MEDFLY		MF	0	34	/	34	34
McPHAIL TRAP		MP	0	0	/	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY		OF	0	15	/	15	15
JACKSON TRAP - MELON FLY		ML	0	15	/	0	15
CHAMP TRAP - Garden		CP	0	0	/	0	0
CHAMP TRAP - Rural		CP	0	0	/	0	0
CHAMP TRAP - Rural Residential		CP	0	0	/	0	0
SPONGY MOTH		SM	0	60	/	0	60
JAPANESE BEETLE		JB	0	15	/	0	15
Other Traps	European Grape Berry Mot	EGBM	0	0	/	57	57
	Khapra Beetle	KB	0	0	/	119	119
			0	0	/	0	0
			0	0	/	0	0
			0	0	/	0	0
			0	0	/	0	0
#			0	0	/	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Colusa
FY: 24/25

Total Agreement Amount CDFA will reimbur $ 70,076.00

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
Federal Funds	$ 9,028.00	$ 1,565.00	$ -			$ 10,593.00	15.12%
State Funds	$ 5,163.00	$ 9,704.00	$ 5,233.00			$ 20,100.00	28.68%
Unclaimed Gas Tax				$ 37,127.00	$ 2,256.00	$ 39,383.00	56.20%
Totals	**$ 14,191.00**	**$ 11,269.00**	**$ 5,233.00**	**$ 37,127.00**	**$ 2,256.00**	**$ 70,076.00**	**100%**

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

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

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

County: Colusa
FY: 24/25

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

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	EGBM	KB
Core	34	0	15	15	0	0	0	**64**	**60**	**15**		
Additional								**0**			57	119
Other								**0**				
Total trap/site surveyed/Mo	34	0	15	15	0	0	0	64	60	15	57	119
Servicing/trap/Mo	2.17		2.17	2.17					**2.17**	**2.17**	2.17	2.17
Servicings/Mo	73.8	0	32.6	32.6	0	0	0	138.9	130	32.6	124	258

TRAPPING SEASON for CORE PROGRAM

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

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

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

4 weekly servicings | 2 biweekly servicing | 1 monthly servicings

Attachment: 24 25 Pest Detection Amendment [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0132-005-SF

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

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

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $30,693.00

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

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

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Daurice Smith, Chair

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C116
Federal Award Date:	May 21, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2024 through June 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C006
Federal Award Date:	March 6, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$15,000,000.00
Effective Dates for CDFA:	January 1, 2024 through December 31, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Detection Trapping

2.The Managers for this Agreement are:

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Moosa Anwer	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Detection, Emergecy Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-539-8300	Phone:	530-458-0580
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

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

23. Equipment

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

24. Closeout

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

25. Confidential and Public Records

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

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

3. Prompt Payment Clause

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

4. Budget Contingency Clause

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

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

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

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

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

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

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

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2024 - 2025

Effective Agreement Period: July 1, 2024 through June 30, 2025

Pest Detection County Agreement Attachments Index:

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

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

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

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

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

J. Provide training in the use of CalTrap.

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

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

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

II. The County Agricultural Commissioner shall:

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

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

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall pocess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

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

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

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

      Example: TulareJUN23PD20-1034-000-SF

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

   Example: TulareJUN23PD20-1034-000-SF REV

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**220.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**38.00**
			Total Hours:	**258.00**
			Subtotal Personnel Cost:	**$13,401.33**
			Overhead: 25%	**$3,350.33**
			Total Personnel Cost:	**$16,751.66**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
Trapping pole repair supplies				**$50.00**
Office supplies				**$25.00**
			Total Supplies Cost:	**$75.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
Enterprise Rental				**$1,500.00**
			Total Other Items of Expense Cost:	**$1,500.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	0.0	0.0	0.000	**$0.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	1.0	2,280.0	0.670	**$1,527.60**
			Total Mileage Cost:	**$1,527.60**

Total FF Cost:	**$19,855.00**
Total Agreement Amount CDFA will reimburse for Core FF Cost:	**$14,191.00**

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Technician	$21.68	$24.49	$46.17	206.00	$9,511.02
Agricultural Biologist	$30.65	$20.47	$51.12	14.00	$715.68
			Detection Total:	**220.00**	**$10,226.70**
			THWS	**219.85**	
Non-Detection Positions					
Agricultural Commissioner	$68.31	$45.78	$114.09	5.00	$570.45
Asst Agricultural Commissioner	$57.05	$38.17	$95.22	19.00	$1,809.18
Fiscal Admin Officer	$43.14	$24.52	$67.66	3.00	$202.98
Accounting Technician	$28.90	$24.92	$53.82	11.00	$592.02
			Non-Detection Total:	**38.00**	**$3,174.63**
				Total FF Personnel Cost:	**$13,401.33**

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**36.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**32.00**
			Total Hours:	**68.00**
			Subtotal Personnel Cost:	**$4,413.09**
			Overhead: 25%	**$1,103.27**
			Total Personnel Cost:	**$5,516.36**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
Office Supplies				**$25.00**
			Total Supplies Cost:	**$25.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
Enterprise Rental				**$1,500.00**
			Total Other Items of Expense Cost:	**$1,500.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	0.0	0.0	0.000	**$0.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	1.0	3,260.0	0.670	**$2,184.20**
			Total Mileage Cost:	**$2,184.20**

Total JB Cost:	**$9,226.00**
Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:	**$5,233.00**

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Technician	$21.68	$24.49	$46.17	32.00	$1,477.44
Agricultural Biologist	$30.65	$20.47	$51.12	4.00	$204.48
			Detection Total:	**36.00**	**$1,681.92**
			THWS	**35.76**	
Non-Detection Positions					
Agricultural Commissioner	$68.31	$45.78	$114.09	3.00	$342.27
Asst Agricultural Commissioner	$57.05	$38.17	$95.22	19.00	$1,809.18
Fiscal Admin Officer	$43.14	$24.52	$67.66	3.00	$202.98
Accounting Technician	$28.90	$24.92	$53.82	7.00	$376.74
			Non-Detection Total:	**32.00**	**$2,731.17**
				Total JB Personnel Cost:	**$4,413.09**

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

A. Personnel Services - Spongy Moth (SM)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**191.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**32.00**
Total Hours:	**223.00**
Subtotal Personnel Cost:	**$11,494.23**
Overhead: 25%	**$2,873.56**
Total Personnel Cost:	**$14,367.79**

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

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

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

Enterprise Rental	**$1,500.00**
Total Other Items of Expense Cost:	**$1,500.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	**$0.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	1.0	3,260.0	0.670	**$2,184.20**
Total Mileage Cost:				**$2,184.20**

Total SM Cost:	**$18,077.00**

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Technician	$21.68	$24.49	$46.17	168.00	$7,756.56
Agricultural Biologist	$30.65	$20.47	$51.12	23.00	$1,175.76
			Detection Total:	**191.00**	**$8,932.32**
			THWS	**190.74**	
Non-Detection Positions					
Agricultural Commissioner	$68.31	$45.78	$114.09	5.00	$570.45
Asst Agricultural Commissioner	$57.05	$38.17	$95.22	12.00	$1,142.64
Fiscal Admin Officer	$43.14	$24.52	$67.66	3.00	$202.98
Accounting Technician	$28.90	$24.92	$53.82	12.00	$645.84
			Non-Detection Total:	**32.00**	**$2,561.91**
				Total SM Personnel Cost:	**$11,494.23**

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

County: **Colusa**

Fiscal Year: **2024-2025**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM

Table 1

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

Table 2 A: EFF

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

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

Table 3 A: EFF

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

Table 2 B: SM and JB

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

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

Table 3 B: SM and JB

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

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

Form 66-223

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment B

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

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

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

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, and from June 15 through June 30, 2025, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

PEST DETECTION/EMERGENCY PROJECTS FY 24/25

AGRICULTURAL COMMISSIONER	COUNTY
M. Anastacia Allen	Colusa
DETECTION SPECIALIST	DATE
Juan Ayala	5/8/2024

TRAPPING		Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
JACKSON TRAP - MEDFLY	MF	0	34	34
McPHAIL TRAP	MP	0	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	15	15
JACKSON TRAP - MELON FLY	ML	0	15	15
CHAMP TRAP - Garden	CP	0	0	0
CHAMP TRAP - Rural	CP	0	0	0
CHAMP TRAP - Rural Residential	CP	0	0	0
SPONGY MOTH	SM	0	60	60
JAPANESE BEETLE	JB	0	15	15
Other Traps		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
#		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment D

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

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

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

Types of Plants

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

Frequency

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

Preparation

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

2. Planting specimens are pre-marked as follows:

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

3. Trap type – QCP species correlation:

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

4. Only one specimen per trap will be planted.

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

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

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

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

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

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

Planting Procedure

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

Reporting

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

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

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

Statewide Trapping QC Coordinator:
Daren Harris
Daren.Harris@cdfa.ca.gov

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@cdfa.ca.gov

Sample Submission

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

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

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

Missed Plant

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

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

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

1. **Fruit Flies or EGVM: Three (in any combination)**

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

2. **SM or JB:** **Two, or one plus any other insect (in any combination)**

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

January 2022

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

MP-HAZ-3: Implement decontamination.

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

MP-HAZ-4: Follow appropriate disposal procedures.

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

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

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

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

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

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

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

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

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

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

- CDFA shall continue training sessions for its staff and contractors

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

regarding safe pesticide handling and application.

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

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2024
Project Leader:	M. Anastacia Allen
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

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

Part B

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	June 30, 2025

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2024
Project Leader:	M. Anastacia Allen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

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

Part B

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	June 30, 2025

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

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Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

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

Part B

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
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MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
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MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
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Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	M. Anastacia Allen
Signature*:	
End Date:	June 30, 2025

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Colusa

FY: 24/25

Total Agreement Amount CDFA will reimbur $ 30,693.00

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
Federal Funds	$ 9,028.00	$ 1,565.00	$ -	$ 10,593.00	34.51%
State Funds	$ 5,163.00	$ 9,704.00	$ 5,233.00	$ 20,100.00	65.49%
Totals	**$ 14,191.00**	**$ 11,269.00**	**$ 5,233.00**	**$ 30,693.00**	**100%**

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

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Colusa
FY: 24/25

Survey Summary Guide: This form is to aid in billing and invoicing

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

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

TRAPPING SEASON for CORE PROGRAM

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

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

Invoice Month/Year: _____

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

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

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

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

CORE Costs

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

PDEP County Agreements Required

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

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

COMMENTS:

Attachment: 24 25 Detection Trapping [Revision 1] (10254 : 24 25 Detection Trapping Amendment)

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Board of Supervisors**

FROM: **Patricia Rodriguez**

SUBJECT: **Reappoint Tina Gordon to the Princeton Cemetery District effective January 10, 2025 through January 9, 2029. (Application received: Tina Gordon)**

Reappoint Tina Gordon to the Princeton Cemetery District effective January 10, 2025 through January 9, 2029. **(Application received: Tina Gordon)**

Detailed Description/Background of request

Ms. Gordon has served on the Princeton Cemetery District since August 28, 2012 and her appointment will expire January 10, 2025.

Ms. Gordon meets the requirements set by the Health and Safety Code 9022 requiring the Trustee to be a voter within the District. Additionally the vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 20, 2024.

Prior Board Action

Ms. Gordon was last appointed on January 1, 2021.

Fiscal Impact/Funding Source

N/A

Action for the Clerk

Send letter and oath of office to Tina Gordon P.O. Box 329, Princeton, CA 95970 and the district office

ATTACHMENTS:

- Application Tina Gordon (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@countyofcolusaca.gov

Office Use Only
Date Stamp
RECEIVED
DEC 19 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Princeton Cemetery District

NAME OF APPLICANT:
Tina Gordon

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
6936 Spencer Rd.
PO Box 329

CITY:
Princeton

PHONE:
5306821570

E-MAIL:
gordonandgordonfarms@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:

Life long resident of Princeton.
My Grandmother & Mother both served on this board.

Most of my family is buried here and want the best for them and the whole Community of Princeton.

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: Application Tina Gordon (10264 : Appointment to Princeton Cemetery District)

COUNTY OF COLUSA, CA

3.3

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Board of Supervisors**

FROM: **Patricia Rodriguez**

SUBJECT: **Reappoint Greg Hansen to the Princeton Fire Protection District effective January 10, 2025 through January 9, 2029. (Application received: Greg Hansen)**

Reappoint Greg Hansen to the Princeton Fire Protection District effective January 10, 2025 through January 9, 2029. (Application received: Greg Hansen)

Detailed Description/Background of request

Mr. Hansen's term expired on January 9, 2025 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 20, 2024.

Prior Board Action

Mr. Hansen was last appointed on January 19, 2021.

Fiscal Impact/Funding Source

N/A

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:

- Application Greg 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@countyofcolusaca.gov

Office Use Only
Date Stamp
RECEIVED
DEC 09 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Princeton Fire Dept

NAME OF APPLICANT: Greg Hansen

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT: 6936 Normon RD

CITY: Princeton

PHONE: 530 755-5655

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: Application Greg Hansen (10265 : Appointment to Princeton Fire Protection District)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Kaline Moore**
SUBJECT:	**Approve contract with Westlaw for the renewal and upgrade of the Law Library and authorize the Purchasing Agent to electronically sign.**

Approve contract with **Westlaw** for the renewal and upgrade of the Law Library and authorize the Purchasing Agent to electronically sign.

Detailed Description/Background of request

County Counsel has obtained a quote for a renewal and upgrade of the Westlaw contract for the law library. It is a 3 year contract for Westlaw Edge in the amount of $363.55/month that will begin April 1, 2025.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted - 001-53231-431-0

Action for the Clerk

Make sure Wendy electronically signs the contract.

ATTACHMENTS:

- Westlaw Quote (PDF)
- Westlaw Req and backup (PDF)

Thomson Reuters™

Order Form

Order ID: Q-09177810

Contact your representative carey.vosler@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000804109 COLUSA COUNTY LAW LIBRARY LAURIE WATERS 605 JAY ST COLUSA CA 95932-2437 US "Customer"	Account #: 1000804109 COLUSA COUNTY LAW LIBRARY LAURIE WATERS 605 JAY ST COLUSA CA 95932-2437 US	Account #: 1000804109 COLUSA COUNTY LAW LIBRARY LAURIE WATERS 605 JAY ST COLUSA, CA 95932-2437 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

Online / Practice Solutions / Software Products

Material #	Product	Quantity	Unit	Charges	Minimum Term (Months)	Billing Frq	Order Type
42733146	Pat Acc - Patron Access Edge - National Core (WestlawPROâ¢)	1	Seats	$363.55	36	Monthly	Subscription Plus Bridge (see below)

Monthly Charges for Online/Practice Solutions/Software Products	$363.55

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
42733146	Pat Acc - Patron Access Edge - National Core (WestlawPROâ¢)	1	Seats	$316.13	3

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Attachment: Westlaw Quote (10241 : Approve Agreement with Westlaw)

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf
http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Levels**:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

Attachment: Westlaw Quote (10241 : Approve Agreement with Westlaw)

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

This Order Form will expire and will not be accepted after 3/21/2025.

Attachment: Westlaw Quote (10241 : Approve Agreement with Westlaw)

Thomson Reuters™

Attachment Order ID: Q-09177810

Contact your representative carey.vosler@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000804109
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Sutton, Jennifer
Email: jsutton@countyofcolusaca.gov

eBilling Contact
Contact Name Jennifer Sutton
Email **jsutton@countyofcolusaca.gov**

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jennifer	Sutton	jsutton@countyofcolusaca.gov	EML PSWD CONTACT
Jennifer	Sutton	jsutton@countyofcolusaca.gov	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	111.111.111.111				

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42115622	Pat Acc - National Core for Patron Access

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO â¢)	$363.55	5.00%	$381.73	5.00%	$400.82	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Attachment: Westlaw Quote (10241 : Approve Agreement with Westlaw)

Requisition For All Purchase Contracts, Services > $1,500 and for the Purchase of Supplies & Equipment over $5,000

Request Date: 12/02/2024

Budgeted: Yes

Requesting Dept: County Counsel/Law Library

Request For: (Select One)

Contract

E-mail: jsutton@countyofcolusa.com

Cost Source: Attached Quote

Project Contact & E-mail (if different than requestor):

Project Name: Westlaw Contract - Law Library

Name:

E-mail:

Charge to Fund/Dept: Law Library

Expense Acct:

Purchasing Use: Requisition. #:

Desired Delivery Date:

Deliver To:

Installed By: ○ Vendor ○ Requestor

Suggested Vendor(s): (If applicable please type in Name, Contact, Phone & E-mail below)

Westlaw

Other Departments Involved? ◉ Yes ○ No

If Yes, Please Explain: Law Library

Description - Please give a detailed description of the Project, include any specifications, drawings, etc.. you may have.

County Counsel has obtained a quote for a renewal and upgrade of the Westlaw contract for the Law Library. It is a 3 year contract for Westlaw Edge in the amount of $363.55/month that will begin once the current contract expires in Spring 2025.

This requires Board approval. Put on 1/14/25 agenda please - action would be to approve + authorize CAO to sign. Together I can do electronic submission

Special Instructions or Comments

Additional Items Included: ☐

Please list any additional items included:

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>; Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Cc: Colusa County Purchasing <purchasing@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

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

I regenerated the order form since it sounds like it won't be able to be completed until December.

The updated version is attached here and you can also, when everyone's back in the office, complete it via the steps below instead of via wet signature, if you're able.

- **One-** Click this link to begin: Click Here to Begin
- **Two-** When the page opens, click the orange "Select personalized" box
- **Three-** On the next page, check the box at the bottom of page to the left of your name; then simply click the orange "Accept and place order" button

Thank you!

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

Manage your email marketing preferences here.

From: Vosler, Carey (Government)
Sent: Monday, November 25, 2024 12:18 PM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>; Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Cc: Colusa County Purchasing <purchasing@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

Yes, I did just receive Stacy's bounceback and it looks like she's out until 12/2 – thanks Jennifer!

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

. . . . . .
Manage your email marketing preferences here.

From: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Sent: Monday, November 25, 2024 12:11 PM
To: Vosler, Carey (Government) <Carey.Vosler@thomsonreuters.com>; Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Cc: Colusa County Purchasing <purchasing@countyofcolusaca.gov>
Subject: [EXT] RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

External Email: Use caution with links and attachments.

Carey,

Our Purchasing Department will be the one to finalize this agreement. I believe Ms. Woods is out this week but hopefully she can work with our Purchasing Agent and get this finalized next week.

Happy Thanksgiving!

Jennifer K. Sutton
Senior Deputy County Counsel
County of Colusa
605 Jay Street
Colusa, CA 95932
(530) 458-0898
jsutton@countyofcolusaca.gov

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From: Vosler, Carey (Government) [mailto:Carey.Vosler@thomsonreuters.com]
Sent: Monday, November 25, 2024 11:46 AM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>; Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Subject: FW: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

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

Good afternoon:

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

Did you have any questions about completing the renewal paperwork online? I haven't seen the completed documents come through.

You can finalize it via either printing off the attached PDF, signing it, and emailing it back to me, or by following the steps below.

- **One-** Click this link to begin: Click Here to Begin
- **Two-** When the page opens, click the orange "Select personalized" box
- **Three-** On the next page, check the box at the bottom of page to the left of your name; then simply click the orange "Accept and place order" button

Thank you!

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

Manage your email marketing preferences here.

From: Vosler, Carey (Government)
Sent: Thursday, November 21, 2024 4:39 PM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Cc: Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

Hi Jennifer:

Okay, great!

I put that paperwork together.

You can finalize it via either printing off the attached PDF, signing it, and emailing it back to me, or by following the steps below.

- **One-** Click this link to begin: Click Here to Begin
- **Two-** When the page opens, click the orange "Select personalized" box

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

- **Three-** On the next page, check the box at the bottom of page to the left of your name; then simply click the orange "Accept and place order" button

When completed this month, you'll have access to the new platform right away, but the new term won't start running until April 1, 2025.

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

. . . . . .
Manage your email marketing preferences here.

From: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Sent: Thursday, November 21, 2024 10:17 AM
To: Vosler, Carey (Government) <Carey.Vosler@thomsonreuters.com>
Cc: Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Subject: [EXT] RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

External Email: Use caution with links and attachments.

Carey,

Thank you for following up. I spoke with Wendy Tyler, our CAO and Purchasing Agent, and we would like to proceed with the 3 year contract for Westlaw Edge in the amount of $363.55/month (Option C).

Thank you for your help!

Jennifer K. Sutton
Senior Deputy County Counsel
County of Colusa
605 Jay Street
Colusa, CA 95932
(530) 458-0898
jsutton@countyofcolusaca.gov

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Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

From: Vosler, Carey (Government) [mailto:Carey.Vosler@thomsonreuters.com]
Sent: Thursday, November 21, 2024 9:45 AM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Cc: Stacy Woods <Stacy.Woods@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

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

Good morning!

Let me know if you have questions about the Westlaw renewal options presented or if you know how you'd like to move forward.

I've also copied Stacy on this email since she and I had a meeting scheduled for yesterday but were unable to connect and I want to make sure I can address any questions she may have or reschedule with her if she'd like.

I've included the renewal options again here for your review.

Option A – maintain current platform and access:

- **One year:** $354.07/mo*

**as we discussed, the 12% price increase is to incentivize customers to eventually migrate to one of our newer platforms so we don't have to absorb the cost of continuing to support an old platform that fewer and fewer accounts use. This is the highest I've seen it in the entire decade I've been at the company and I have no way of knowing if it will be more than 12% next year. If, for example's sake, it stays at 12% and you renew this platform for one year at a time over the course of three years (versus migrating to one of the platforms below in Option B – D,, the monthly rate for each year of the three years would be as follows: year 1 - $354.07/mo, year 2 - $396.56/mo, year 3 - $444.15/mo)*

Option B – maintain current platform and add Practical Law:

- **One year:** $402.07/mo

Option C – maintain current access and bump up to Westlaw EDGE:

- **One year:** $385.68/mo
- **Two year:** $374.62/mo *(6% annual increase)*
- **Three year:** $363.55/mo *(5% annual increase)*

Option D – bump up to Westlaw EDGE and add Practical Law:

- **One year:** $433.68/mo
- **Two year:** $422.62/mo *(6% annual increase)*
- **Three year:** $411.55/mo *(5% annual increase)*

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

If you'd like to schedule a time for us to connect or see a demo of Practical Law, please click here to access my calendar.

Thank you!

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

Manage your email marketing preferences here.

From: Vosler, Carey (Government)
Sent: Tuesday, November 12, 2024 2:47 PM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

Hi Jennifer:

Thank you for your time on the phone today regarding the renewal of the Westlaw access at the Colusa County law Library.

Right now, your term goes until March 31, 2025. If/when we renew you, I can build the contract in such a way that the new term will start running April 1, 2025. However, if you decide to downgrade, that new contract will start running right away in order for the lower rate to take effect right away.

Currently you pay $316.13/mo for all primary law nationwide on our oldest platform, Westlaw Classic.

I pulled the usage on the account and for a law library, you actually have fairly significant usage – more than 300 transactions and 30 active hours of research. I looked into what jurisdictions were accessed and there were 49 transactions completed in jurisdictions outside of California. Considering this, the renewal options below are for maintaining that all primary law nationwide content. If, upon review, you're comfortable narrowing the primary law to just California and that local federal circuit, I can provide you those numbers, too.

As discussed, since you're on our oldest platform, Westlaw Classic, we're only allowing one-year renewals if you want to stay on it. If you want to keep everything the same for another year, that's set forth in Option A below.

I would recommend bumping up to at least Westlaw EDGE, even if only to be able to capture the savings offered by being able to lock in rates over a longer period and be less susceptible to fluctuating prices set by

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

the company. EDGE was launched in 2018 and up until last fall, that was the platform all federal courts were on. In November, all federal courts officially bumped up to Westlaw Precision. We also have an AI-Assisted Research tool that can be included with Westlaw Precision, so essentially there are 3.5 tiers of platforms, as set forth below.

(1) Westlaw Classic (this is what you're currently on)
(2) Westlaw EDGE (launched in 2018)
(3) Westlaw Precision (launched in 2022) **all federal courts, including the US Supreme Court are on this one (not available for law libraries at this time)*
(4) Westlaw Precision + AI (launched November 2023) *learn more about AI-Assisted Research here *(not available for law libraries at this time)*

The EDGE feature available for law libraries is the WestSearch Plus feature. This utilizes AI-enhanced technology that helps users find authoritative answers in less time. We also only offer EDGE for patron accounts with all national primary law – so your primary law access would expand to include all primary law nationwide, not just Washington, which is what you have now.

To learn more about WestSearch, please click here (the relevant language starts on page 8 of this document): Westlaw EDGE for patron terminals

Another recommendation I make for our library subscribers is to add our Practical Law tool.

It's extremely beneficial for pro se litigants and small law attorneys that come in and use the service. The nuts-and-bolts nature of the content and plain-language writing style makes Practical Law perfect for non-lawyers and helps librarians avoid providing legal advice to patrons (or alternatively if there isn't currently a librarian). Its resources are kept up-to-date with current law and practice.

To add it to any of the proposals below is only an additional $48 a month. You can learn more about it here.

Let me know if you have questions

Option A – maintain current platform and access:

- **One year:** $354.07/mo*

**as we discussed, the 12% price increase is to incentivize customers to eventually migrate to one of our newer platforms so we don't have to absorb the cost of continuing to support an old platform that fewer and fewer accounts use. This is the highest I've seen it in the entire decade I've been at the company and I have no way of knowing if it will be more than 12% next year. If, for example's sake, it stays at 12% and you renew this platform for one year at a time over the course of three years (versus migrating to one of the platforms below in Option B – D,, the monthly rate for each year of the three years would be as follows: year 1 - $354.07/mo, year 2 - $396.56/mo, year 3 - $444.15/mo)*

Option B – maintain current platform and add Practical Law:

- **One year:** $402.07/mo

Option C – maintain current access and bump up to Westlaw EDGE:

- **One year:** $385.68/mo

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

- **Two year:** $374.62/mo *(6% annual increase)*
- **Three year:** $363.55/mo *(5% annual increase)*

Option D – bump up to Westlaw EDGE and add Practical Law:

- **One year:** $433.68/mo
- **Two year:** $422.62/mo *(6% annual increase)*
- **Three year:** $411.55/mo *(5% annual increase)*

If you'd like to schedule a time for us to connect or see a demo of Practical Law, please click here to access my calendar.

Thank you!

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

. . . . . .
Manage your email marketing preferences here.

From: Vosler, Carey (Government)
Sent: Tuesday, November 12, 2024 10:58 AM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Subject: RE: Reminder: Jennifer Sutton - Westlaw Meeting 1000804109

Yes, absolutely. I have that noted 😊 I'll give you a ring.

Sincerely,

Carey

Carey D. Vosler, Esq.
Legal Client Executive, Small Government

Click here to schedule a brief meeting with me.

Thomson Reuters
Phone: 763-326-6699

carey.vosler@tr.com
carey.vosler@thomsonreuters.com

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

Manage your email marketing preferences here.

From: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Sent: Tuesday, November 12, 2024 10:56 AM
To: Vosler, Carey (Government) <Carey.Vosler@thomsonreuters.com>
Subject: [EXT] RE: Reminder: Jennifer Sutton - Westlaw Meeting

External Email: Use caution with links and attachments.

Is there any way you can call me instead of using Microsoft Teams? I don't have a camera or microphone on my desktop. My direct line is 530-458-0898.
Thanks,

Jennifer K. Sutton
Senior Deputy County Counsel
County of Colusa
605 Jay Street
Colusa, CA 95932
(530) 458-0898
jsutton@countyofcolusaca.gov

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From: Vosler, Carey (Government) [mailto:Carey.Vosler@thomsonreuters.com]
Sent: Monday, November 11, 2024 2:00 PM
To: Jennifer K. Sutton <jsutton@countyofcolusaca.gov>
Subject: Reminder: Jennifer Sutton - Westlaw Meeting

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

Upcoming booking for

Jennifer Sutton

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

Jennifer Sutton - Westlaw Meeting

Tuesday, November 12, 2024
2:00 PM - 2:20 PM

(UTC-08:00) Pacific Time (US & Canada)

Join your appointment

via Microsoft Teams

Powered by Microsoft Bookings

Privacy Statement
Microsoft Corporation • One Microsoft Way •
Redmond, WA 98052

This e-mail is for the sole use of the intended recipient and contains information that may be privileged and/or confidential. If you are not an intended recipient, please notify the sender by return e-mail and delete this e-mail and any attachments. Certain required legal entity disclosures can be accessed on our website:
https://www.thomsonreuters.com/en/resources/disclosures.html

Attachment: Westlaw Req and backup (10241 : Approve Agreement with Westlaw)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Approve Conflict of Interest Codes for Arbuckle Public Utilities District, Glenn Valley Water District and Williams Unified School District**

Approve Conflict of Interest Codes for Arbuckle Public Utilities District, Glenn Valley Water District and Williams Unified School District.

Detailed Description/Background of request

The Political Reform Act of 1974 (Government Code Sections 81000, et seq.), requires each state and local government agency to adopt and promulgate a Conflict Of Interest Code (COIC). The COIC must be reviewed biennially by the agency and updated if needed.

The Board Clerk's office has received amended COIC's from the Arbuckle Public Utilities District, Glenn Valley Water District and Williams Unified School District, which have been approved by their governing bodies. The Political Practices Commission (FPPC) states that the COIC must be forwarded to the code reviewing body for approval within 90 days of receipt the Biennial Notification.

Under California Government Code 87303, the code reviewing body, in this instance the Board of Supervisors, must do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and re-submission within 60 days.

When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Send notification to Arbuckle PUD, Glenn Valley Water District and Williams USD of the Board's action.

ATTACHMENTS:

- Arbuckle PUD COI 2025 (PDF)
- Glenn Valley COI 2025 (PDF)
- Williams USD COI 2025 (PDF)

ARBUCKLE PUBLIC UTILITY DISTRICT

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (California Code of Regulations, Title 2, Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix A designating positions and attached Appendix B establishing disclosure categories, shall constitute the conflict of interest code of the Arbuckle Public Utility District (the "District").

Individuals holding designated positions shall file their statements of economic interest with the District, which will make the statements available for public inspection and reproduction. (Gov. Code § 81008). Upon receipt of the statements from designated employees, the District shall file the original copies in the Districts' office and will make the statements for public inspection upon request.

Attachment: Arbuckle PUD COI 2025 (10259 : Approve Conflict of Interest Codes)

ARBUCKLE PUBLIC UTILITY DISTRICT
CONFLICT OF INTEREST CODE

APPENDIX A
Designated Positions

Designated Positions	Disclosure Categories
General Manager	1, 2, 3
Legal Counsel	1, 2, 3
Consultants	*

* The President of the Board of Directors may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President of the Board of Directors' determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Public Officials Who Manage Public Investments

It has been determined that the following positions manage public investments and will file statements of economic interest pursuant to Government Code section 87200:

Directors

Attachment: Arbuckle PUD COI 2025 (10259 : Approve Conflict of Interest Codes)

ARBUCKLE PUBLIC UTILITY DISTRICT
CONFLICT OF INTEREST CODE

APPENDIX B
Disclosure Categories

Individuals holding designated positions shall disclose interests pursuant to their assignment to the corresponding disclosure categories:

Category 1

Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the District. The types of sources include, but are not limited to the following:

Engineering services
Construction contractors
Safety equipment and facilities
Hardware tools and supplies
Freight and hauling
Motor vehicles
Petroleum products
Photographic services, supplies and equipment
Water quality testing
Communications equipment and services
Travel agencies
Well drilling
Electrical equipment
Computer hardware and software
Water treatment equipment, supplies and services
Appraisal services
Printing, reproduction, record keeping, etc.
Office equipment
Accounting services
Real estate agent/brokers and investment firms
Title companies
Public utilities
Banks and savings and loan institutions
Financial audit services
Consulting services, such as legal, energy and power, engineering, data processing, computers, labor relations, public relations, planning, economics, environmental, and appraisal
Agricultural production

Attachment: Arbuckle PUD COI 2025 (10259 : Approve Conflict of Interest Codes)

Category 2
Interests in real property located within the District's jurisdiction or within two miles of the boundaries of the jurisdiction of the District, or within two miles of any land owned or used by the District.

Category 3
Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources that have a claim pending or have filed a claim against the District within the last two years.

Attachment: Arbuckle PUD COI 2025 (10259 : Approve Conflict of Interest Codes)

GLENN VALLEY WATER DISTRICT

CONFLICT OF INTEREST CODE

INTRODUCTION:

The Glenn Valley Water District (GVWD) was formed on March 1, 1979 under Section 34150 of the California Water Code and related sections for the singular purpose of contracting with the Bureau of Reclamation for the delivery of irrigation water to the irrigable lands within the District from the Central Valley Project through the Tehama-Colusa Canal. The formation of the GVWD was authorized by Resolution No. 79-32 of the Colusa County Board of Supervisors. The GVWD is a family owned operation for the sole purpose of obtaining irrigation water for the property within the boundary of the District. The GVWD is governed by an appointed board of directors who own real property in the boundaries of the District. Directors serve without salary.

BASIC PROVISIONS:

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the interest code of Glenn Valley Water District.

The GVWD Directors, GVWD Bookkeeper and selected suppliers/service providers (if applicable) shall file original statements with the District who shall retain them and will make the statements available for public inspection and reproduction.

The Glenn Valley Water District Board of Directors will review this code at least biennially in even number years and amend as necessary or as required by law.

Attachment: Glenn Valley COI 2025 (10259 : Approve Conflict of Interest Codes)

APPENDIX

Designated Positions:

1. All District Directors & Officers
2. GVWD District Bookkeeper
3. Suppliers /Service Providers (However, the Board of Directors may determine the range of duties of the providers is limited in scope and thus is not required to fully comply with the disclosure requirements described in this document.)

Disclosure Categories:
All investments, business positions and income from sources which are engaged in agricultural operations, real estate development, or conservation services within the district.

Disclosure of All interests in real property located within the Glenn Valley Water District.

All investments, business positions and income from sources that manufacture, sell or provide supplies, bank stock, materials, books, educational materials, machinery, services or equipment to the Glenn Valley Water District.

All gifts from suppliers/service providers of the district received with a value over $250.

Date Original Conflict of Interest Code Adopted: November 6, 2016

AYES: 4

NOES: 0

ABSENT: 0

Date Amended Conflict of Interest Code Adopted: September 4, 2024

AYES: 3

NOES: 0

ABSENT: 0

Attachment: Glenn Valley COI 2025 (10259 : Approve Conflict of Interest Codes)

WILLIAMS UNIFIED SCHOOL DISTRICT
RESOLUTION #01-071624
RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Williams School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Williams School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Williams School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 16th day of July, 2024 at a meeting, by the following vote:

AYES: 5 Ash, Bautista, Covarrubias, Davis, Perez

NOES: 0

ABSENT: 0

Attest:

Secretary

Board President

Attachment: Williams USD COI 2025 (10259 : Approve Conflict of Interest Codes)

Conflict of Interest Code of the Williams School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:

   a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

   b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. Category 2: A person designated Category 2 shall disclose:

   a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

   b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Attachment: Williams USD COI 2025 (10259 : Approve Conflict of Interest Codes)

Designated Positions

Designated Position Disclosure Category

Governing Board Members 1

Superintendent 1

Chief Business Officer 1

Principals 2

Assistant Principal 2

Maintenance, Operations & Transportation Director 2

Food and Nutrition Director 2

Technology Director 2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item

Attachment: Williams USD COI 2025 (10259 : Approve Conflict of Interest Codes)

7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsection (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Attachment: Williams USD COI 2025 (10259 : Approve Conflict of Interest Codes)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Approve Amendment Number 6 to The Regents of the University of California, acting for and on behalf of University of California, Davis Health to provide psychological evaluations and expert witness testimony services on an as-needed basis.**

Approve Amendment Number 6 to **The Regents of the University of California, acting for and on behalf of University of California, Davis Health** to provide psychological evaluations and expert witness testimony services on an as-needed basis.

Detailed Description/Background of request

County of Colusa Department Health and Human Services requests an approval of Amendment Number 6 to the Agreement for Services between The Regents of the University of California, acting for and on behalf of University of California, Davis Health and County of Colusa through its Department of Health and Human Services.
Amendment to Agreement PC17-069 to extend the term for two (2) years from December 1, 2024 through November 30, 2026.
The total cost of this agreement is not to exceed Ten Thousand dollars ($10,000) per year. UC Davis CAARE center provides court ordered psychological evaluations and associated medical services for child welfare cases.

Prior Board Action

Approved original agreement PC17-069 on November 16, 2017; and
Amendment 1, C18-170, was approved September 18 2018;
Amendment 2, C19-180, was approved October 8, 2019;
Amendment 3, C20-208, was approved November 24, 2020.
Amendment 4, C21-204, was approved November 7, 2021.
Amendment 5, C23-004, was approved January 3, 2023.

Fiscal Impact/Funding Source

This is a budgeted expense with no impact on County General fund; cost will be paid through State and Federal funding.

Action for the Clerk

Please obtain required signatures; assign a County contract number and forward the signed amendment to Shelly Butler for counter signature via email to:
Shelly Butler
Contract Specialist, Health Affairs
UC Davis Health Contracts
sdbutler@ucdavis.edu
916-734-2207
Please include Kirill Obraztsov at DHHS in communication with the contractor

ATTACHMENTS:

- 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (DOC)
- C18-170_1st Amendment to PC17-069-Executed (PDF)
- C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert Testimony) (PDF)
- C20-208 3rd Amendment Regents of the University of CA (S17-13737V 2722) (PDF)
- C21-204 4th Amd Regents of the University of CA on behalf of Davis Health (No.S17-13737V 2722 (PDF)
- PC17-069_UCD for CAARE services (PDF)

Attachment: 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (10268 : Approve

Amendment No. 6 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) with an execution date of November 30, 2017, first amended with an effective date of December 1, 2018, second amended with an effective date of December 1, 2019, third amended with an effective date of December 1, 2020, fourth amended with an effective date of December 1, 2021, fifth amended with an effective date of December 1, 2022 ("Agreement").
Effective Date of this Amendment:	**December 1, 2024** ("Effective Date").

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WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. The term of the Agreement shall be extended from December 1, 2024 through November 30, 2026.

   B. The Parties acknowledge UNIVERSITY has changed its legal address. UNIVERSITY's address in Section III, General, Subsection I, Notice under "To UNIVERSITY:" shall be deleted and replaced with:

      "To UNIVERSITY:
      UC Davis Health Contracts
      10850 White Rock Road
      Rancho Cordova, CA 95670
      (University Agreement number S17-13737V 2722)
      Or
      HS-HealthAffairsContracts@ucdavis.edu"

   C. Exhibit A, Scope of Work and Budget, of the Agreement shall be replaced in its entirety by revised Exhibit A, Scope of Work and Budget, attached hereto and incorporated herein.

   D. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

Attachment: 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (10268 : Approve

Amendment No. 6 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By_____
Pakou Vang
Supervisor, Health Affairs Business Contracts

Date_____

COUNTY OF COLUSA

By_____
~~Kent S. Boes~~~~Gary J. Evans~~Daurice K. Smith, Chair
Board of Supervisors

Date_____

Approved As To Form:

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriquez, Deputy

Attachment: 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (10268 : Approve

Attachment: 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (10268 : Approve

EXHIBIT A
SCOPE OF WORK AND BUDGET
~~(Effective December 1, 2024)~~

I. SCOPE OF WORK

A. UNIVERSITY, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to COLUSA ("Services").

B. For Services provided, COLUSA shall reimburse UNIVERSITY at an amount not to exceed Ten Thousand Dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, COLUSA's Performance, of the Agreement.

II. BUDGET*

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
FY 2025-2026
(Effective January 1, 2025)

	Evaluations	Staff Psychologist	Evaluation Program Managers
1	Psychological evaluations	$400 per hour	$450 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Evaluation Program Managers**
1	Expert Witness Testimony	$400 per hour	$450 per hour
	Travel	**Staff Psychologist**	**Evaluation Program Managers**
1	Travel time to/from the CAARE Center and service delivery location.	$400 per hour	$450 per hour
	No show	**Staff Psychologist**	**Evaluation Program Managers**
1	Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24 hour notice will not be billed.	$400 per hour	$450 per hour

*University reserves the right to review the cost for Services, if necessary, adjust such costs. Such cost adjustments shall be communicated in writing by University to Colusa of such review, if adjustment is required.

Attachment: 6th Amendment - REV DRAFT to DEPT 2722 17-13737 Amendment 6 ColusaCoHHS_UCDavis.SDB 12.9.24 (002) (10268 : Approve

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**Date of Last Signature Below.**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending December 1, 2019. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11^{th}) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Attachment: C18-170_1st Amendment to PC17-069-Executed (10268 : Approve Contract Modification #6)

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 1 as of the last date of signature written below.

AGREED:

COUNTY OF COLUSA

Gary J. Evans, Chair
Board of Supervisors

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

Annie Wong, Director, UC Davis Health Contracts
10-2-2018

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

By
Melissa Kitts, Deputy

Attachment: C18-170_1st Amendment to PC17-069-Executed (10268 : Approve Contract Modification #6)

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

Attachment: C18-170_1st Amendment to PC17-069-Executed (10268 : Approve Contract Modification #6)

Amendment No. 1 to UNIVERSITY Agreement No. S17-13737V

II. BUDGET

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services

	Evaluations	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
1	Psychological evaluations	$250 per hour	$350 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Anthony Urquiza, Ph.D., Mental Health Director**
1	Expert Witness Testimony	$250 per hour	$350 per hour
	Comprehensive Mental Health Services		**Staff Therapist**
1	Mental Health Assessment with written report		$150 per hour
2	Individual therapy		$150 per hour
3	Parent-Child Interaction therapy		$150 per hour
4	Conjoint therapy (child and caregiver)		$150 per hour
5	Family therapy		$150 per hour
6	Psychoeducation		$150 per hour
	Case Management		**Staff Therapist**
1	Telephone contact with family members or significant person in the child's life		$150 per hour
2	Consultation with teachers, previous therapists, and significant others deemed appropriate		$150 per hour
3	Community referrals to support the child's emotional and/or behavioral functioning		$150 per hour

Attachment: C18-170_1st Amendment to PC17-069-Executed (10268 : Approve Contract Modification #6)

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ

UC DAVIS HEALTH CONTRACTS
SHERMAN BUILDING, SUITE 2300
TELEPHONE: (916) 734-3820
FAX: (916) 734-3520

UNIVERSITY OF CALIFORNIA DAVIS
SACRAMENTO CAMPUS
2315 STOCKTON BOULEVARD
SACRAMENTO, CALIFORNIA 95817

VIA USPS

October 18, 2019

Melissa Kitts
Deputy Clerk to the Board
Colusa County Department of Health & Human Services
547 Market Street, Suite 102
Colusa, CA 95932

RE: Amendment No. 2 - Agreement to Provide Professional Medical Services
(UC Davis Agreement No. S17-13737V; Colusa County Agreement No. C19-180)

Dear Ms. Kitts:

Please find enclosed a fully executed hard copy of the Second Amendment to the above-reference Agreement that has been duly signed by the director of UC Davis Health Contracts.

Thank you so kindly for your assistance with this amendment. If you have any questions, please do not hesitate to contact me (pkvang@ucdavis.edu; 916.734.5703).

With kindest regards,

Pakou Vang
Contracts Officer
UC Davis Health Contracts

Enclosure

Attachment: C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert

Amendment No. 2 to UNIVERSITY Agreement No. S17-13737V

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**December 1, 2019**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending December 1, 2020. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Attachment: C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert

Amendment No. 2 to UNIVERSITY Agreement No. S17-13737V

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 2 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By_____
Annie Wong
Director, UC Davis Health Contracts

Date 10-17-2019

COUNTY OF COLUSA

By_____
Kent Boes, Chair
Board of Supervisors

Date 10/8/19

APPROVED AS TO FORM:

By:_____
Marcos A. Kropf, County Counsel

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

By:_____
Melissa Kitts, Deputy

Attachment: C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert

Amendment No. 2 to UNIVERSITY Agreement No. S17-13737V

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and expert witness testimony services on an as-needed basis to Colusa ("Services").

B. For Services provided, Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
Budget

Services	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
Psychological Evaluations	$300. Per Hour	$400. Per Hour
Expert Witness Testimony	$300. Per Hour	$400. Per Hour
Travel – Travel time to/from the CAARE Center and service delivery location.	$300. Per Hour	$400. Per Hour
No Show – Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24-hour notice will not be billed.	$300. Per Hour	$400. Per Hour

Attachment: C19-180 S17-13737V Amd No. 2 - Agreement to Provide Professional Medical Services (Psychological Evaluations and Expert

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	**December 1, 2020.**

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning December 1, 2020 and ending November 30, 2021. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. Exhibit A (Scope of Work and Budget) of the Agreement shall be replaced in its entirety by revised Exhibit A (Scope of Work and Budget), attached hereto and incorporated herein.

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Attachment: C20-208 3rd Amendment Regents of the University of CA (S17-13737V 2722) (10268 : Approve Contract Modification #6)

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 3 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Annie Wong
Director, UC Davis Health Contracts

Date 12.3.2020

COUNTY OF COLUSA

By _____
Denise J. Carter, Chair
Board of Supervisors

Date 11/24/20

Approved As To Form:

_____
Marcos A. Kropf, County Counsel

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

By _____
Melissa Kitts, Deputy

Attachment: C20-208 3rd Amendment Regents of the University of CA (S17-13737V 2722) (10268 : Approve Contract Modification #6)

Amendment No. 3 to UNIVERSITY Agreement No. S17-13737V 2722

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) annually at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services
Budget

Services	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
Psychological Evaluations	$350. Per Hour	$400. Per Hour
Expert Witness Testimony	$350. Per Hour	$400. Per Hour
Travel – Travel time to/from the CAARE Center and service delivery location.	$350. Per Hour	$400. Per Hour
No Show – Scheduled appointments missed without 24-hour prior notice will be billed for one hour. Appointments cancelled with more than 24-hour notice will not be billed.	$350. Per Hour	$400. Per Hour

Attachment: C20-208 3rd Amendment Regents of the University of CA (S17-13737V 2722) (10268 : Approve Contract Modification #6)

University of CA - Davis Health

Gov. Bd
11/24/2
DHHS

Amendment No. 4 to UNIVERSITY Agreement No. S17-13737V 2722

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and County of Colusa, Department of Health and Human Services ("COLUSA").
Original Agreement:	Agreement to Provide Professional Medical Services (UNIVERSITY Agreement No. S17-13737V 2722; COLUSA Agreement No. PC17-069) ("Agreement").
Effective Date of this Amendment:	December 1, 2021

WHEREAS the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.
   A. Section III.C. (Term and Termination) of the Agreement shall be revised to read as follows:

      "C. Term and Termination

      This Agreement shall be effective beginning November 30, 2017 and ending November 30, 2022. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day."

   B. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Attachment: C21-204 4th Amd Regents of the University of CA on behalf of Davis Health (No.S17-13737V 2722 (10268 : Approve Contract

Amendment No. 4 to UNIVERSITY Agreement No. S17-13737V 2722

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and COLUSA have executed this Amendment No. 4 as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By _____
Erick Jenkins, JD, MS
Manager, UC Davis Health Contracts

Date 12/7/21

COUNTY OF COLUSA

By _____
Gary J. Evans, Chair
Board of Supervisors

Date 11/9/21

Approved As To Form:

_____
Richard Stout, County Counsel

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

By _____,
Patricia Rodriguez, Deputy

Attachment: C21-204 4th Amd Regents of the University of CA on behalf of Davis Health (No.S17-13737V 2722 (10268 : Approve Contract

AGREEMENT TO PROVIDE PROFESSIONAL MEDICAL SERVICES

THIS AGREEMENT is entered by and between The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, on behalf of University of California Davis Health ("University"), and County of Colusa, Department of Health and Human Services ("Colusa").

RECITALS

WHEREAS, Colusa is the legal owner of 251 E. Webster Street, Colusa, CA 95932; and

WHEREAS, Colusa wishes to obtain from University professional medical services in the field of psychology ("Services"); for certain of its patient-clients; and,

WHEREAS, University desires to provide and is fully qualified to provide such Services to Colusa; and,

WHEREAS, University has determined that provision of such Services to Colusa fulfills University's mission of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

I. University's Performance

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services in accordance with the rates in Exhibit A, Scope of Work and Budget, attached and made a part hereof.

B. University hereby certifies that any physician providing Services under this Agreement shall:

1. Perform his or her professional duties to the best of his or her ability, in accordance with the highest scientific, professional and ethical standards of his or her profession, and in accordance with currently approved methods and practices in his or her field.

2. Comply with all applicable Federal, State, County or other government agency laws, rules or regulations, including University policy.

3. Comply with the requirements of all appropriate accrediting bodies, such as The Joint Commission and the American Medical Association.

4. Maintain licensure in good standing to practice in the State of California and act within the scope of practice of such licensure in performing Services under this Agreement.

5. If applicable, maintain medical staff privileges without restriction at Colusa in accordance with the Medical Staff Bylaws of Colusa.

6. Be board-certified or board-eligible in his or her medical specialty.

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

7. Not be excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (https://exclusions.oig.hhs.gov/) and the System for Award Management (https://www.sam.gov).

8. Not have been convicted of a criminal offense related to healthcare.

9. Cooperate with quality review and improvement activities pertaining to provision of Services under this Agreement.

II. Colusa's Performance

A. Colusa shall remit payment for Services within thirty (30) days of receipt of University's monthly invoice. Payment shall be by check made payable to **The Regents of the University of California** and mailed to the address specified on the invoice.

B. Colusa shall provide access without charge to Colusa facilities and Colusa personnel as may be necessary for performance of Services.

C. Colusa shall maintain adequate patient records on each patient-client, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal and State record maintenance requirements.

1. At reasonable times during normal business hours, University, the California Department of Health and Human Services, the United States Department of Health and Human Services, and the California Department of Managed Health Care, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of Services performed and to audit and inspect any books and records of Colusa which pertain to Services performed under this Agreement.

2. All patient records shall be kept for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18^{th}) birthday, but in no case less than ten (10) years from the date of discharge. Service and financial records shall be retained by Colusa for a minimum period of ten (10) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

III. General

A. Indemnification

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

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

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

B. Insurance

1. University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) General Aggregate	$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) Products Completed Operations Aggregate	$2,000,000*
(3) Personal and Advertising Injury	$1,000,000
(4) General Aggregate	$2,000,000*

* ($1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

c. Workers' Compensation Insurance as required under California state law.

d. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of University as per the terms and conditions of the Indemnification provision included herein.

e. Upon Colusa's request, University shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

2. Colusa, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self insure, as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) General Aggregate	$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	$1,000,000
(2) Products Completed Operations Aggregate	$2,000,000*
(3) Personal and Advertising Injury	$1,000,000
(4) General Aggregate	$2,000,000*

* ($1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

c. Workers' Compensation Insurance as required under California state law.

d. Coverages provided for above shall in no way limit the liability of Colusa as per the terms and conditions of the Indemnification provision included herein.

e. Upon University's request, Colusa shall supply a certificate or certificates of insurance or self-insurance to University, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured under (a) and (b), above, obligate the insurer to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by University. Premiums on all insurance policies shall be paid directly by the Colusa.

C. Term and Termination

This Agreement shall be effective beginning the date last signed below and ending one (1) year

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

thereafter. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11^{th}) day.

D. Effect of Termination

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination.

E. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws and regulations.

G. Participation in Alternative Arrangements

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with the other persons or entities on a limited or general basis.

H. Modification

No waiver, modification, or addition to this Agreement shall be binding unless expressed in writing and signed by both parties.

I. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight express delivery service. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

To University: UC Davis Health Contracts
University of California Davis Health
Sherman Building, Suite 2300
2315 Stockton Boulevard

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

Sacramento, CA 95817
(Reference Agreement No. S17-13737V)

To Colusa: County of Colusa
Department of Health and Human Services
Attn: Donna Dennis
251 E. Webster Street
Colusa, CA 95932
(530) 458-0290

J. Assignment

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

K. Discrimination

Both parties agree not to discriminate in their performance under this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship, within the limits imposed by law or University policy.

L. No Third Party Beneficiaries

The parties do not intend the benefits of this contract to inure to any third person or entity not a party to this Agreement. This Agreement shall not be construed to create any right or claim for any person or entity not a party to this Agreement.

M. Attorneys' Fees

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

N. No Requirement for Referrals

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by either party to the other. This Agreement is not intended to influence the decision of either party in choosing the hospital or health care facility deemed by such party as the best qualified to deliver goods or services to any particular patient. The rights of neither party under this Agreement depend in any way on the referral of patients or business to the other.

O. Representations and Warranties of Colusa

Colusa represents and warrants to University that:

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

1. This Agreement covers all of the services to be provided by University during the term;

2. Colusa has determined that it has a *bona fide* need for the Services set forth in this Agreement;

3. Colusa has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;

4. Colusa has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;

5. The compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs;

6. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law;

7. The Services set forth in this Agreement are primarily active, and not passive, in nature; and

8. Colusa has engaged only a small number of eminently qualified physicians to perform the type of services that are set forth in this Agreement.

P. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Colusa agrees to resort solely to the courts of the State of California for any relief under this Agreement.

Q. University Name

No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

R. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

////////////////////////////////SIGNATURE PAGE TO FOLLOW////////////////////////////////

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF COLUSA

By: _____

Name: Wendy G. Tyler

Title: County Administrative Officer

Date: 11/16/17

TIN: 94-6000508

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By: _____

Annie Wong, Director
UC Davis Health Contracts

Date: 11-30-2017

TIN: 94-6036494

APPROVED AS TO FORM:

_____

Marcos A. Kropf, County Counsel

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

EXHIBIT A

SCOPE OF WORK AND BUDGET

I. SCOPE OF WORK

A. University, through its CAARE Center, shall provide psychological evaluations and consultative services on an as-needed basis to Colusa ("Services"). Such Services shall include expert witness testimony, comprehensive mental health services and case management.

B. Colusa shall reimburse University at an amount not to exceed ten thousand dollars ($10,000.00) at the rates indicated in the Budget below and in accordance with Section II, Colusa's Performance, of the Agreement.

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

II. BUDGET

CAARE Diagnostic and Treatment Center
Department of Pediatrics
Mental Health Services

	Evaluations	Staff Psychologist	Anthony Urquiza, Ph.D., Mental Health Director
1	Psychological evaluations	$250 per hour	$350 per hour
	Expert Witness Testimony	**Staff Psychologist**	**Anthony Urquiza, Ph.D., Mental Health Director**
1	Expert Witness Testimony	$250 per hour	$350 per hour
	Comprehensive Mental Health Services		**Staff Therapist**
1	Mental Health Assessment with written report		$150 per hour
2	Individual therapy		$150 per hour
3	Parent-Child Interaction therapy		$150 per hour
4	Conjoint therapy (child and caregiver)		$150 per hour
5	Family therapy		$150 per hour
6	Psychoeducation		$150 per hour
	Case Management		**Staff Therapist**
1	Telephone contact with family members or significant person in the child's life		$150 per hour
2	Consultation with teachers, previous therapists, and significant others deemed appropriate		$150 per hour
3	Community referrals to support the child's emotional and/or behavioral functioning		$150 per hour

Attachment: PC17-069_UCD for CAARE services (10268 : Approve Contract Modification #6)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Allocation Agreement with California Department of Public Health (CDPH) for California Home Visiting Program State General Fund Evidence-Based Home Visiting (CHVP SGF EBHV)**

Approve allocation agreement with CDPH for implementation of California Home Visiting Program (CHVP)

Detailed Description/Background of request

Colusa County Health and Human Services has been awarded $478,376.83 from California Department of Public Health as Year 3 CHVP Evidence-Based Home Visiting, after successfully completing the first two years of required activities.

In December 2022, CDPH made an announcement for release of FY22/23 Agreement Funding Application (AFA) Notification for Year 1 CHVP, which provided funding with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT).

Colusa County Department of Health and Human Services (DHHS) helped up to 25 families during 2024 calendar year. Currently, 21 families are receiving services in the program and several families have stopped using CHVP services due to reaching early childhood education or care provider goals that Parent Educators have worked with them on. In addition, during the last year, our Parent Educators not only helped provide child development and family well-being information to families while promoting parent-child interaction through facilitated activities; they also assisted with employment, housing, early childhood education services, childcare, resources for learning English, and provided referrals for Alta-regional services for areas of concern found on screenings. Parent Educators also partner with parents in increasing Strengthening Families Protective Factors that include social connections, knowledge of child development, support in times of need, parental resilience, and improving socio-

emotional competence of children. These protective factors closely mirror the factors that protect against adverse childhood experiences (or ACEs).

During FY24/25, DHHS will additionally be working on developing a plan and timeline for the recruitment and training of staff to support implementation of the program, and establishing a plan for collaboration with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program, among others.

CDPH has approved the proposed scope of work and activities for Year 3, FY2024-2025, including the budget, and DHHS is requesting the Board to approve the AFA and sign Agency Information Form.

Prior Board Action
C23-162 approved 08/01/2023; C23-258 approved 12/19/2023

Fiscal Impact/Funding Source
No Fiscal Impact to County General Fund as it is a revenue agreement in the amount of $478,376.83

Action for the Clerk
Please obtain a signature of Chair of the Board of Supervisors on Agency Information Form and forward those documents to Stephanie Rosas at DHHS for submission to the State

ATTACHMENTS:

- AFA Announcement Letter_CHVP FY24-25 (PDF)
- CHVP SGF EBHV 24-06 5 Budget FY 24-25 REVISED AM 12.16.24 PDF (PDF)
- CHVP 24-06 CHVP 24b-06 6 ICR Certification FY24-25 Signed (PDF)
- CHVP 24-06 & CHVP 24b-06 2 Agency Information Form FY24-25 (PDF)
- CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (PDF)
- CHVP 24-25 & CHVP 24b-06 14 TXIX Attestation FY24-25 (PDF)
- CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (DOCX)
- CHVP SGF EBHV 24-06 Program Organizational Chart 08.27.24 (PDF)

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

May 29, 2024

TO: MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIRECTORS/CALIFORNIA HOME VISITING PROGRAM (CHVP) DIRECTORS, COORDINATORS, OR DESIGNEES

SUBJECT: CHVP AGREEMENT FUNDING APPLICATION (AFA) ANNOUNCEMENT FOR STATE FISCAL YEAR (SFY) 2024-2025

This letter announces the SFY 2024-2025 AFA process that provides allocation and contract funding updates for the California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division's California Home Visiting Programs.

SFY 2024-2025 funding for CHVP programs are as follows:

A. Maternal, Infant, and Early Childhood Home Visiting (MIECHV)
B. State General Fund Evidence Based Home Visiting (SGF EBHV)
C. State General Fund Innovation Project (SGF INNV 1.0)
D. State General Fund Innovation Project (SGF INNV 2.0)

All CHVP allocation amounts will remain the same as SFY 2023-24.

E. Title XIX (TXIX) Funding (if applicable) – Local Health Jurisdictions (LHJs) can request any amount with the understanding that the agency must have the State General Funds and/or additional agency funds to match TXIX and that their spending plan reflects the agency's ability to spend all their TXIX request. Due to new FI$Cal requirements, budget revisions that are requesting an increase in TXIX funding must be received after your Q2 invoice has been submitted but no later than March 31, 2025.

***Please note*:**

At this time, only AFA documents for FY24-25 are required. The FY24-25 budget template(s) will be sent to each LHJ individually in a separate email to follow. CHVP funding allocations cannot be combined, but may be braided. Please note that a new Scope of Work (SOW) and budget template will be provided for each initiative (i.e., MIECHV, SGF EBHV, and Innovation 1.0 and 2.0) on an annual basis. Please reach out to your Contract Liaison (CL) if you have questions.

Attachment: AFA Announcement Letter_CHVP FY24-25 (10256 : California Home Visiting Program)

AFA Timeline/ Important Dates:

Wednesday, May 29, 2024	**Release of CHVP FY 24-25 AFA Notification.** AFA forms will be sent via email attachment.
Friday, June 7, 2024	**Last Day to Register for your AFA Development Support and Budget Training Meeting** – Optional budget meetings can be provided for technical assistance necessary to complete local agency budgets. Please reach out to your CL and PC via email to request a Budget Training Meeting. *If a meeting is requested, Local CHVP Program and Fiscal representatives with decision making authority are required to attend.* CHVP AFA budget meetings will be offered via TEAMS. Meetings will be scheduled on a first-come, first-served basis between **June 10th – June 21st, 2024.**
Friday, June 28, 2024	**AFA Packages Due back to CDPH/CHVP.** Once received, your CL and Program Consultant (PC) will begin the review of your AFA package. LHJs can expect to receive a response regarding their submitted AFA package within approximately 2 weeks of submission, notifying them of any revisions needed prior to approval.

AFA Submission:

Packages are due via email to MCAHFINACT@cdph.ca.gov by Friday, June 28, 2024. If you have any questions about the AFA process please contact your CL as soon as possible.

Agencies that opt-in to claiming TXIX must submit a signed justification letter, which provides the rationale for the intended Medi-Cal Factor (MCF) percentages ***if utilizing a MCF other than base***. This letter must be on county letterhead and include your justification in claiming each of the various MCFs that are being requested on your budget. Please note, the letter will not replace the MCF justification area for personnel on the budget template. We have provided an example letter for your reference titled "Bean County" letter. Agencies will be authorized via email to invoice for services after their AFA packages are approved and an approval letter is in place.

There may have been changes since the last AFA submission. We recommend that all LHJs review the MCAH Fiscal Policy & Procedures Manual prior to building and submitting their FY 24-25 AFAs.

LHJs will be notified via email when their AFA package is approved. At that time, they will be permitted to invoice for services retroactively to **July 1, 2024.**

Attachment: AFA Announcement Letter_CHVP FY24-25 (10256 : California Home Visiting Program)

Invoice Submission:

All invoices and supporting documentation must be submitted via email to the MCAH invoice box: MCAHInvoices@cdph.ca.gov. To ensure appropriate processing, please use the following invoice naming convention for the signed invoice PDF and Excel files as well as the subject line of the email:

Agreement Number (space) LHJ Name (space) Fiscal Year (space) Invoice Quarter Number

Example: CHVP SGF EBHV 24-01 Alameda FY24-25 Q1

Invoice submission must include:

- Signed cover letter noting invoice amount, invoice period, remit to address, and any personnel changes
- Signed invoice
- Excel version of the invoice
- Signed and completed TXIX Cover Sheet (if applicable)
- Signed and completed Attestation form (if applicable)
- TV and/or TXIX time studies (if applicable)

Invoice Submission Timeline:

Pay Period	Duration	Due Date
Quarter 1	July – September	November 15th
Quarter 2	October – December	February 15th
Quarter 3	January – March	May 15th
Quarter 4	April – June	August 15th

Thank you for your assistance and timely submission of your AFA package. If you have any questions or concerns, please contact your Contract Liaison or Program Consultant.

Sincerely,

Artnecia C. Ramirez

Artnecia Ramirez
Assistant Division Chief
Maternal, Child and Adolescent Health Division
Center for Family Health
California Department of Public Health

Attachment: AFA Announcement Letter_CHVP FY24-25 (10256 : California Home Visiting Program)

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

ORIGINAL

BUDGET SUMMARY

FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
2024-25	ORIGINAL	ACTIVE	0.00

Version 7.0 - 150 Quarterly 4.20.20

Program: California Home Visiting Program (SGF)
Agency: CHVP 24-06 COLUSA
SubK:

		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
		CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E	
	(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	CHVP - SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
ALLOCATION(S) →			423,455.00										#VALUE!
BUDGET TOTALS*	496,684.10	85.26%	423,455.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	14.74%	73,229.10
BALANCE(S) →			0.00										

TOTAL CHVP - SGF	423,455.00 →	423,455.00			[50%]	0.00			[25%]	0.00			
TOTAL TITLE XIX	54,921.83 →				[50%]	0.00	[50%]	0.00	[75%]	0.00	[75%]	54,921.83	
TOTAL AGENCY FUNDS	18,307.27 →		0.00				[50%]	0.00			[25%]	18,307.27	

$ 478,376.83 — **Maximum Amount Payable from State and Federal resources**

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE — DATE: 08/30/24

Christine Fusaro — Digitally signed by Christine Fusaro Date: 2024.12.16 13:17:05 -08'00'
AGENCY FISCAL AGENT'S SIGNATURE — DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		CHVP - SGF	AGENCY FUNDS	CHVP-SGF-NE	CHVP-Cnty NE	CHVP-SGF-E	CHVP-Cnty E
PCA Codes		51023		51021	TBD	51022	TBD
(I) PERSONNEL		305,779.78		0.00	0.00	0.00	54,921.83
(II) OPERATING EXPENSES		15,052.00		0.00	0.00	0.00	0.00
(III) CAPITAL EXPENSES		0.00		0.00	0.00	0.00	0.00
(IV) OTHER COSTS		7,871.00		0.00	0.00	0.00	0.00
(V) INDIRECT COSTS		94,752.22		0.00	0.00	0.00	0.00
Totals for PCA Codes	478,376.83	423,455.00		0.00	0.00	0.00	54,921.83

Attachment: CHVP SGF EBHV 24-06 5 Budget FY 24-25 REVISED AM 12.16.24 PDF (10256 : California

Program:	California Home Visiting Program (SGF)	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency:	CHVP 24-06 COLUSA	CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E	
SubK:		(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		TOTAL FUNDING	%	CHVP - SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
(II) OPERATING EXPENSES DETAIL							% TRAVEL NON-ENH MATCH 0.00%				% TRAVEL ENH MATCH 0.00%				% PERSONNEL M 12.90%
	TOTAL OPERATING EXPENSES	**15,052.00**		**15,052.00**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	Match Availab
	TRAVEL	3,642.00	100.00%	3,642.00		0.00	0.00%	0.00		0.00		0.00		0.00	**0.00%**
	TRAINING	6,300.00	100.00%	6,300.00		0.00	0.00%	0.00		0.00		0.00		0.00	**12.90%**
1	Storage Facility	2,100.00	100.00%	2,100.00		0.00	0.00%	0.00		0.00					**12.90%**
2	Parents as Teachers Affiliate Fees	3,010.00	100.00%	3,010.00		0.00	0.00%	0.00		0.00					**12.90%**
3				0.00		0.00		0.00		0.00					
4				0.00		0.00		0.00		0.00					
5				0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00					

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL													
	TOTAL CAPITAL EXPENDITURES			0.00		0.00		0.00		0.00			

(IV) OTHER COSTS DETAIL													% PERSONNEL M/ 12.90%
	TOTAL OTHER COSTS	**7,871.00**		**7,871.00**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	
	SUBCONTRACTS												
1				0.00		0.00		0.00		0.00		0.00		0.00	
2				0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00	
6				0.00		0.00		0.00		0.00		0		0	
7				0.00		0.00		0.00		0.00		0		0	
8				0.00		0.00		0.00		0.00		0		0	
	OTHER CHARGES														Match Availab
1	Cellphones/phone plans	3,003.00	100.00%	3,003.00		0.00	0.00%	0.00		0.00					**12.90%**
2	Educational Materials and Supplies	3,918.00	100.00%	3,918.00		0.00	0.00%	0.00		0.00					**12.90%**
3	Outreach Materials	450.00	100.00%	450.00		0.00	0.00%	0.00		0.00					**12.90%**
4	Family Support Services	500.00	100.00%	500.00		0.00	0.00%	0.00		0.00					**12.90%**
5				0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00					

(V) INDIRECT COSTS DETAIL													
	TOTAL INDIRECT COSTS	**94,752.22**		**94,752.22**		**0.00**		**0.00**		**0.00**			
25.00%	**of Total Wages + Fringe Benefits**	94,752.22	100.00%	94,752.22		0.00	0.00%	0.00		0.00			

Attachment: CHVP SGF EBHV 24-06 5 Budget FY 24-25 REVISED AM 12.16.24 PDF (10256 : California

Program:	California Home Visiting Program (SGF)
Agency:	CHVP 24-06 COLUSA
SubK:	

		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
		CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E	
	(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	CHVP - SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
(I) PERSONNEL DETAIL													
TOTAL PERSONNEL COSTS	**379,008.88**		**305,779.78**		**0.00**		**0.00**		**0.00**		**0.00**		**73,229.10**
FRINGE BENEFIT RATE 72.00%	158,654.88		128,000.84		0.00		0.00		0.00		0.00		30,654.04
TOTAL WAGES	220,354.00		177,778.94		0.00		0.00		0.00		0.00		42,575.06

	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES											J-Pers MCF Per Staff	Staff Traveling
1	Abigale Henderson	Deputy Director	5.00%	134,285.00	6,714.00	100.00%	6,714.00		0.00		0.00		0.00		0.00	57.70%	
2	Vacant	Nursing Supervisor	5.00%	112,933.00	5,647.00	42.30%	2,388.68		0.00		0.00		0.00	57.70%	3,258.32	57.70%	
3	Ted Mamoulelis	Health Program Specialist Supervisor	11.00%	92,085.00	10,129.00	100.00%	10,129.00		0.00		0.00		0.00		0.00	57.70%	
4	Heather Wilson-Jensen	CHVP Program Coordinator	75.00%	89,078.00	66,809.00	60.90%	40,688.83		0.00		0.00		0.00	39.10%	26,120.17	57.70%	
5	Christine Rose	Registered Nurse	22.00%	103,957.00	22,871.00	42.30%	9,674.43		0.00		0.00		0.00	57.70%	13,196.57	57.70%	
6	Stephanie Rosas	MCAH Director	5.00%	78,693.00	3,935.00	100.00%	3,935.00		0.00		0.00		0.00		0.00	57.70%	
7	Stephanie Rosas	CHVP Director	15.00%	78,693.00	11,804.00	100.00%	11,804.00		0.00		0.00		0.00		0.00	57.70%	
8	Jackie Ibarra	Public Health Assistant	100.00%	47,674.00	47,674.00	100.00%	47,674.00		0.00		0.00		0.00		0.00	57.70%	
9	Celia Gomez	Public Health Assistant	10.00%	63,311.00	6,331.00	100.00%	6,331.00		0.00		0.00		0.00		0.00	57.70%	
10	Vacant	Public Health Assistant	100.00%	38,440.00	38,440.00	100.00%	38,440.00		0.00		0.00		0.00		0.00	57.70%	
11					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
12					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
13					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
14					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
15					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
16					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
17					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
18					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
19					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
20					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
21					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
22					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
23					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
24					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
25					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
26					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
27					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
28					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
29					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
30					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

Attachment: CHVP SGF EBHV 24-06 5 Budget FY 24-25 REVISED AM 12.16.24 PDF (10256 : California

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 7/15/24

Agency Name: Colusa County Health and Human Services

Contract/Agreement Number: CHVP 24-06

Contract Term/Allocation Fiscal Year: 2024/2025

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☑ Total Personnel Costs

☐ Total Allowable Direct Costs

Attachment: CHVP 24-06 CHVP 24b-06 6 ICR Certification FY24-25 Signed (10256 : California Home Visiting Program)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____ % Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

Please provide your agency's detailed methodology by listing all indirect costs, fees and percentages in the box below. (i.e. Insurance -- $350,000 – 3%)

Indirect expenses includes the allocated share of external and internal overhead based on Program FTE. Internal overhead is the administrative costs. External overhead is the A-87, which is allocated costs for other county department services.

BUILDING DEPRECIATION: $8169 - 3.95%
CAO $13348 - 6.46%
AUDITOR: $34099 - 16.49%
TREASURER: $11669 - 5.64%
COUNTY COUNSEL: $874 - .42%
PERSONNEL: $31964 - 15.46%
CUSTODIAN: $23128 - 11.19%
MAINTENANCE: $29063 - 14.06%
RISK: $436 - .21%
IT: $50284 - 24.32%
PURCHASING: $8070 - 3.90%
ADMIN COSTS: $523694 - 25%

Attachment: CHVP 24-06 CHVP 24b-06 6 ICR Certification FY24-25 Signed (10256 : California Home Visiting Program)

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Liaison.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available, and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Christine Fusaro

Title/Position: Staff Services Manager

Signature: Christine Fusaro Digitally signed by Christine Fusaro Date: 2024.07.19 11:43:18 -07'00'

Date: _____

Attachment: CHVP 24-06 CHVP 24b-06 6 ICR Certification FY24-25 Signed (10256 : California Home Visiting Program)

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2023-2028

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EBHV 24-06

Update Effective Date: _____(only required when submitting updates)

Attachment: CHVP 24-06 & CHVP 24b-06 2 Agency Information Form FY24-25 [Revision 1] (10256 : California Home Visiting Program)

Federal Employer ID#:	94-6000508
FI$CAL ID#:	4476
Complete Official Agency Name:	Colusa County Health and Human Services
Business Address:	251 E. Webster St., Colusa, CA 95932
Agency Phone:	530-458-0380
Agency Fax:	530-458-4136
Agency Website:	https://www.countyofcolusa.org/

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EBHV 24-06

Update Effective Date: _____(only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line:

Name (Print): Daurice Smith

Title: Chair Board of Supervisors Date:

Original Signature of MCAH Director

Signature line:

Name (Print): Stephanie Rosas, MPH

Attachment: CHVP 24-06 & CHVP 24b-06 2 Agency Information Form FY24-25 [Revision 1] (10256 : California Home Visiting Program)

Title:	MCAH / CHVP Director	Date:	6/14/2024

Attachment: CHVP 24-06 & CHVP 24b-06 2 Agency Information Form FY24-25 [Revision 1] (10256 : California Home Visiting Program)

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

The purpose of this scope of work (SOW) is to provide guidance and outline requirements for implementing early childhood home visiting services in the California Department of Public Health/California Home Visiting Program (CDPH/CHVP) funded by California State General Funds (SGF). CHVP SGF-funded local health jurisdictions (LHJs) may implement and/or expand Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Family Connects, and/or Home Instruction for Parents of Preschool Youngsters (HIPPY) home visiting programs in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure to implement the California Home Visiting Program (CHVP) in LHJs.
2. Integrate the home visiting program into the local early childhood system.
3. Collect, enter, and report on all required participant data.
4. Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, additional staff costs, and family support materials (Special Support Activities).

   Note: ***LHJs may continue to spend up to 25% of the SFY 2024-25 SGF EBHV allocation on Special Support Activities, as outlined in Goal 4, below.***

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goals, Objectives, Activities, and Deliverables for July 1, 2024 – June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.1	MCAH Director or designee will provide effective leadership and oversight of CHVP. **NOTE:** The MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP community advisory board (CAB). The percentage FTE dedicated to CHVP budgets should be deducted from the local MCAH budget to ensure the LHJ does not exceed the MCAH Director FTE Requirements as outlined in the Local MCAH Program P&P Manual. If an MCAH Director cannot meet the requirements of the CHVP SOWs, they can identify a designee, as outlined in the Local MCAH Program P&P. In this	(a) Provide leadership and oversight on all matters related to the development, implementation, operation, administration, evaluation, and reporting for local implementation of home visiting programs following CDPH/CHVP Policies and Procedures (P&P). (b) Attend quarterly CHVP Director calls. (c) Participate in ongoing community advisory board (CAB) Meetings, other local community groups, site visits meetings and conferences as directed.	Submission of: • Status Reports • CAB meeting materials • Staffing Reports Participation in: • Virtual and/or in-person site visits **NOTE:** If an LHJ establishes a subcontractor (subK) to deliver home visiting services, an LHJ representative (the CHVP Director when possible and appropriate) must be present during all technical assistance (TA) calls, virtual or in-person visits, and be involved in all programmatic, data, contract, and fiscal communications with CDPH/CHVP. This requirement

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
	situation, the designee, who may be identified as an MCAH Coordinator or other position, can act as the responsible party for CHVP, and should be designated as such on the CHVP budget justification.		ensures that the LHJ maintains oversight and direct involvement in all aspects of the contracted services, guaranteeing alignment with CDPH/CHVP standards and expectations. Additionally, no more than 10% of the allocation can be spent on administrative oversight of a subK.
1.2	LHJ leadership and home visitors will implement home visiting services utilizing culturally responsive practices to ensure that all interactions, interventions, and service deliveries effectively meet the diverse needs of the communities served, employing a cultural humility approach.	(a) Review LHJs MCAH Title V Needs Assessment to determine the community's equity needs. (b) Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences. (c) Provide culturally responsive services that address the identified cultural needs of families (e.g., literacy levels, disabilities, military families, grandparents, tradition, etc.). (d) Provide documents in the family's preferred language, when feasible. Documents should be	Submission of: • Status Reports • Staffing Reports • Staff Training Logs

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
		written in no more than an eighth-grade reading level and use plain language. (e) Recruit and hire staff that reflect the community served and/or speak the language of program participants, when possible. (f) As needed, develop and document adaptations that are developmentally, culturally, and linguistically responsive to families, upon approval from model developer and CDPH/CHVP.	
1.3	LHJ leadership will hire, train, and retain staff to comply with selected home visiting model requirements and CDPH/CHVP Policies and Procedures.	(a) Participate in model required trainings related to screening tools, health assessments, reflective supervision, data collection tools, and software. (b) Participate in CHVP site visits as directed by CDPH/CHVP. (c) Maintain full staffing capacity to serve families and adhere to specific model requirements. (d) All staff will sign a confidentiality agreement at the time of hire and annually thereafter.	Submission of: • Status Report • Staff training logs and plans • Staffing Reports • Confirmation of signed confidentiality agreement for each staff member

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.4	LHJ Leadership will ensure the program reaches and maintains contracted Caseload Capacity (CC).	(a) Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals. (b) Develop a referral triage process for incoming home visiting participants to ensure families are connected with the program that best meets their needs. (c) Ensure each newly enrolled participant receives informed consent and signs a CHVP Participant Consent Form. **NOTE**: Any LHJ that falls below 85% of the CC for three (3) consecutive months may be required to participate in an Extra Support Plan.	Submission of: • Status Reports • Outreach activity Log • Referral triage process outlining referral process (flow chart, logic model, narrative, etc.). • Confirmation of signed CHVP Participant Consent Form for each enrolled participant • Submission of complete and timely participant enrollment data.
1.5	MCAH Director or designee will provide oversight and leadership to ensure selected home visiting model fidelity and quality assurance.	(a) Implement model requirements in accordance with the selected model(s) fidelity standards. (b) LHJs interested in implementing a model-approved adaptation must obtain written	Submission of: • Selected model Certificate of Fidelity, Fidelity or Accreditation Report, or similar document demonstrating good standing and model fidelity.

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
		approval from CDPH/CHVP prior to implementation.	
1.6	LHJ leadership will develop and implement home visiting policies and procedures (P&P) and follow all applicable MCAH and CHVP P&Ps.	(a) Develop and conduct an annual review of local P&Ps related to home visiting. (b) Conduct an annual review of, and ensure compliance with, CDPH/CHVP P&Ps. (c) Conduct an annual review of, and ensure compliance with, the MCAH Fiscal Administration P&P Manual. (d) Conduct an annual review of, and ensure compliance with, the Local MCAH Programs P&Ps.	Submission of: • Status Reports • Annual confirmation of review of local and CDPH/CHVP P&Ps

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.7	LHJ leadership will participate in technical assistance (TA) and Continuous Quality Improvement (CQI) projects and activities to support program implementation and improvement goals.	(a) Participate in TA meetings and quality improvement activities as directed by CDPH/CHVP. (b) Utilize the CAB to inform and address quality improvement projects and decisions. (c) Utilize data to inform and improve program activities.	Submission of: • Status Reports • CAB meeting materials • CQI Plans, data, and information Participation in: • Quarterly TA meetings

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 2: Integrate the home visiting program into the local early childhood system.			
#	**Objective**	**Activities**	**Deliverables**
2.1	MCAH Director or designee will collaborate with local early childhood system partners to ensure a continuum of services for families.	(a) Maintain a CAB that includes local early childhood system partners and meets at least quarterly to establish appropriate linkages to referral and service systems. (b) Meet and work with other local early childhood system and community partners to coordinate services to families.	Submission of: • Status Reports • CAB meeting materials • MOUs and/or information written agreements
2.2	MCAH Director or designee will pursue, develop, and maintain relationships with local service agencies and referral resources to facilitate participant recruitment.	(a) Develop Memoranda of Understanding (MOU) and/or informal written agreements (e.g., letters of support) with community agencies and service providers.	Submission of: • Status Reports • MOUs and/or informal written agreements • Outreach logs

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	**Objective**	**Activities**	**Deliverables**
3.1	LHJ leadership, home visitors, and data support staff will maintain clean and compliant data.	(a) Accurately collect and submit participant data using selected home visiting model and CHVP-required documents. (b) Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring. (c) NFP LHJs will coordinate data system requirements with the NFP National Service Office. (d) HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system and will comply with all CHVP HFA Data Collection Manual requirements. (e) PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Penelope or Visit Tracker Web data system(s)	• Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Participate in regular technical assistance calls and site visits with CDPH/CHVP staff.

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	**Objective**	**Activities**	**Deliverables**
		(f) Collect and enter participant data into designated data systems within seven working days, or as required by the selected home visiting model. (g) Provide and/or coordinate with data collection system owners to provide monthly enrollment and other requested reports to CDPH/CHVP as needed.	

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.			
#	**Objective**	**Activity**	**Deliverable**
4.1	LHJ leadership will monitor the use of funds for Special Support Activities. **NOTE:** LHJs can spend up to 25% of the FY 2024-25 SGF EBHV allocation on Special Support Activities.	(a) Additional Staff Costs: Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses or overtime pay that supports individual employees. (b) Training: Fund additional training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc. (c) Technology: Fund and distribute the necessary technological means for participant families and staff. (d) Family Support Materials: Fund the purchase of necessary support materials, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participating families for the purpose of providing extra support.	Submission of: • Special Support Activity Report Additional Staff Costs: ○ Number of staff (not FTE) receiving incentive or other pay ○ Total amount spent on Additional Staff Costs ○ Explanation of fund use Training: ○ Name and date of training. ○ Purpose and description of training ○ Name and number of staff participating in training ○ Costs associated with training, including travel Technology: ○ Hardware or software purchased ○ Number of families receiving technology

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.			
			○ Number of staff receiving technology Family Support Materials: ○ Type and number of gift cards purchased and distributed ○ Type and number of prepaid grocery cards purchased and distributed. ○ Number of families receiving diapers and diapering supplies ○ Information about "other" Family Support Materials purchased
4.2	LHJ leadership will maintain clean and compliant special support activity data, per CHVP guidelines.	(a) Collect, maintain, and report use of Special Support funds as outlined in CHVP Special Support Activity guidance.	Submission of: • Special Support Activity Report • Additional documentation upon request

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP.		
All	Staffing Report	January 15, April 15, July 15, October 15
All	Status Report • CAB Roster, Minutes, and Agendas • MOUs or informal agreements with community agencies and service providers • Outreach logs • Training plans and logs • Policies and Procedures • Referral Triage Plan • Confirmation of signed Participant Consent Forms • Confirmation of signed confidentiality agreements for all direct staff • Model Developer Agreement, Accreditation, and/or Affiliation documentation. • Special Support Activity Report	April 15 and/or October 15 as determined by CDPH/CHVP
Nurse-Family Partnership	Priority Population Survey	April 15 and October 15
All	CQI plans, data, and information	Upon Request

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All	Technical assistance calls/meetings	Quarterly (TBD)
All	Site Visit	TBD
All (if applicable)	Special Support Activity Report	April 15 and October 15

NOTE: If compliance standards are not met in a timely manner, CDPH/CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Stephanie Rosas, MPH		06/21/2024
MCAH Director Name	MCAH Director Signature	Date

Attachment: CHVP 24-25 & CHVP 24b-06 9 SFY 2024-25 SGF EBHV SOW final (10256 : California Home

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided,

Colusa County,

has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 24-25, based on our review of all the criteria below:

☒ Professional Education and Training
☒ Job Classification
☒ Job Duties /Duty Statement
☒ Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
☒ Organizational Chart
☒ Accurate, complete, and signed SPMP Questionnaire
☒ Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Colusa County		
Agency Name/Local Health Jurisdiction		
Stephanie Rosas, MCAH Director		06/13/24
Name and Title	*Signature*	*Date*

Attachment: CHVP 24-25 & CHVP 24b-06 14 TXIX Attestation FY24-25 (10256 : California Home Visiting Program)

SPMP ATTESTATION
Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Heather Wilson-Jensen	Registered Nurse	Registered Nurse	RN	718554
2	Christine Rose	Registered Nurse	Registered Nurse	RN	425255
3	(Vacant)	Nursing Supervisor	Registered Nurse	RN	
4					
5					
6					
7					
8					
9					
10					

Attachment: CHVP 24-25 & CHVP 24b-06 14 TXIX Attestation FY24-25 (10256 : California Home Visiting

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Attachment: CHVP 24-25 & CHVP 24b-06 14 TXIX Attestation FY24-25 (10256 : California Home Visiting

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					

Attachment: CHVP 24-25 & CHVP 24b-06 14 TXIX Attestation FY24-25 (10256 : California Home Visiting

Budget Line 1

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Deputy Director (1)
County Job Specification: Deputy Director of Health and Human Services

Definition: The Deputy Director is responsible for direct supervision of the MCAH Director. Ensures that all aspects of the MCAH and CHVP programs are executed in accordance with the CDPH MCAH and CHVP Branch Policies and Procedures. This position is based on the expertise of a skilled professional who possesses in-depth knowledge and understanding of the overall MCAH and CHVP programs, including prenatal health, health of women of childbearing age, and child development. The Deputy Director receives administrative direction from the Director of Health and Human Services, and medical direction form the Health Officer as necessary.

General Responsibilities and Duties: The role of Deputy Director is a management position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) Program within the Public Health Division of Colusa County's Health & Human Services Agency. The Deputy Director is directly responsible to the Director of Health and Human Services and Public Health Officer. The role of the Deputy Director is to provide supervision and guidance for the entire agency's public health programs, including MCAH's California Home Visiting Program (CHVP). This role provides guidance in budget planning and compliance; provides guidance and direction for program implementation, including the Parents as Teachers (PAT) home visiting model; ensures staff are in compliance with State MCAH and CHVP Policies and Procedures.

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 2

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Nursing Supervisor - SPMP (2)
County Job Specification: Nursing Supervisor

Definition: The Nursing Supervisor is a skilled professional medical person (SPMP), a public health nurse, in a supervisory position responsible for the oversight of various public health programs including the Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting Program (CHVP). The nursing supervisor will conduct on-site and reflective supervision as directed by the Parents as Teachers (PAT) curriculum. This position receives administrative direction from the Deputy Director and Director of Health and Human Services, and medical direction from the Health Officer as necessary.

General Responsibilities and Duties: The role of Nursing Supervisor is a supervisory position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting (CHVP) Programs within the Public Health Division of Colusa County's Health & Human Services Agency. The nursing supervisor directly supervises Registered Nurses, Health Program Specialists and Public Health Assistants. This role provides direction and support to CHVP staff to achieve the desired outcome goal of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning, and cultivate strong communities. Specific examples of duties include:

- Collaborates with the MCAH Director to select an evidence-based home visiting model that will best meet the needs of the service population while remaining sustainable
- Active involvement in completing the application/implementation plan for model affiliation
- Provide administrative assistance and expertise to CHVP staff
- Ensure compliance with State CHVP Branch Policies and Procedures
- Provide on-site and reflective supervision for CHVP staff
- Assures CHVP staff adhere to all CHVP Policies and Procedures relating to planning and implementation of Parents as Teachers (PAT) home visiting model.
- Participates and assists with the community assessment, planning, evaluation and implementation process as needed.
- Collaborates with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers.
- May attend statewide CHVP meetings.
- Provides technical assistance to staff on home visiting procedures and protocols
- Collaborates with other health care providers, and other community or government agencies to increase enrollment in of qualified families in CHVP.
- Works with the MCAH Director to develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program
- Responsible for establishing a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 3

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Health Program Specialist Supervisor (3)
County Job Specification: Health Program Specialist Supervisor

Definition: The Health Program Specialist Supervisor in a supervisory position responsible for the oversight of various public health programs including the Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting Program (CHVP). This position receives administrative direction from the Deputy Director and Director of Health and Human Services, and medical direction from the Health Officer as necessary.

General Responsibilities and Duties: The role of Health Program Specialist (HPS) Supervisor is a supervisory position responsible for a comprehensive Maternal, Child, Adolescent Health (MCAH) and Colusa Home Visiting (CHVP) Programs within the Public Health Division of Colusa County's Health & Human Services Agency. The HPS supervisor directly supervises Health Program Specialists and Public Health Assistants. This role provides supervision and guidance to CHVP staff as the Parents as Teachers (PAT) home visiting model is implemented. Specific examples of duties include:

- Provide general direction and supervision of CHVP staff
- Ensure compliance with State CHVP Branch Policies and Procedures
- Assures CHVP staff adhere to all CHVP Policies and Procedures relating to planning and implementation of Parents as Teachers (PAT) home visiting model.
- Provides guidance in budget planning and compliance
- May attend statewide CHVP meetings.

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 4

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: California Home Visiting Program (CHVP) Coordinator (4)
County Job Specification: Health Program Specialist or Registered Nurse - SPMP

Definition: The role of Colusa Home Visiting Program (CHVP) Coordinator is a component of the Health Program Specialist and/or Registered Nurse duties, and may be a skilled professional medical person (SPMP). The CHVP Coordinator is a key role within a comprehensive CHVP Program within Public Health Division of the Colusa County Health & Human Services Agency. Under the direction of the MCAH and CHVP Director(s), the CHVP Coordinator shares and performs the duties and responsibilities with the CHVP Director. These functions include directing the local CHVP program to perform the core public health functions (assessment, policy development and assurance), and implement the approved CHVP scope of work. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: Colusa Home Visiting Program (CHVP) Coordinator is to collaborate with the MCAH Director to implement and direct all aspects of the CHVP program. The CHVP Coordinator functions include directing the local CHVP program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved CHVP scope of work (SOW). The CHVP) Coordinator will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the MCAH program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The CHVP) Coordinator will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Collaborate with MCAH and CHVP Director(s) to select an evidence-based home visiting model that will best meet the needs of the service population while remaining sustainable
- Actively completes the application/implementation plan for model affiliation
- Ensure compliance with State CHVP Branch Policies and Procedures.
- Adhere to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plan the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provide ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

- Foster local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contribute to CHVP policy through participation in CHVP meetings, state wide planning meetings and Regional Consultation Section visits.
- Collaborate with MCAH and CHVP Director(s) to develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Collaborate with MCAH and CHVP Director(s) to develop a plan to recruit and enroll participants.
- Participate and represent the CHVP program on CDPH CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 5

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Registered Nurse - SPMP (5)
County Job Specification: Registered Nurse

Definition: The Registered Nurse (RN) is a skilled professional medical person (SPMP) responsible for performing home visits to families enrolled in the Colusa Home Visiting Program (CHVP). Under the direction of the MCAH Director and CHVP Coordinator, the Registered Nurse will be trained as a Parent Educator and will implement the approved CHVP scope of work and abide by CHVP guidelines and procedures. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the Registered Nurse (RN) is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. The RN provides a wide variety of public health nursing services including health assessments and counseling services in homes and community settings. RN will utilize nursing intervention skills to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. RN receives ongoing guidance from the MCAH Director and CHVP Coordinator who will provide on-site and reflective supervision. Specific examples of duties include:

- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Work with CHVP staff to develop and implement plans to recruit and enroll participants
- Assess the healthcare needs of patients and their families, and develop treatment plans
- Case Management and Home Visits of clients enrolled in the CHVP program which include children 0-5, childbearing women and their families
- Provide nursing services and healthcare education in homes in compliance with the CHVP
- Instruct families on patient care and promoting healthy lifestyles in compliance with the CHVP
- Provide maternity and childcare guidance, as well as facilitating interventions, when required.
- Utilize the appropriate evaluation tools when indicated including all surveys and assessments
- Manage time and workload independently to accomplish new referrals, prioritizing needs of ongoing clients, make visits within a timely manner
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 6

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Director of Maternal, Child, Adolescent Health (MCAH) (6)
County Job Specification: Health Program Specialist

Definition: The role of Maternal, Child and Adolescent Health Director is a component of the Health Program Specialist duties. The MCAH Director is in a management position responsible for a comprehensive MCAH Program within Public Health Division of the Colusa County Health & Human Services Agency. The MCAH Director'sresponsibilities include management of outreach and education, Prenatal Care Guidance (PCG), Perinatal Services Coordination (PSC), SIDS coordination outreach, CHVP home visiting and other MCAH programs. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the MCAH Director is to collaborate with the CHVP Coordinator to implement and direct all aspects of the CHVP program. MCAH Director's functions include directing the local MCAH program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved CHVP scope of work (SOW). The MCAH Director will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the MCAH program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The MCAH Director will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Ensures compliance with State CHVP Branch Policies and Procedures.
- Develops and implement the CHVP plan, including the Scope of Work (SOW) and Action in accordance with State regulation, standards, and guidelines.
- Adheres to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plans the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conducts a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provides ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.
- Fosters local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contributes to CHVP policy through participation in CHVP meetings, statewide planning meetings and Regional Consultation Section visits.

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

- Establishes a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program; develop a CHVP Implementation Plan.
- Develops a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Develops a plan to recruit and enroll participants.
- Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.
- Represents the MCAH program on all CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 7

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Director of California Home Visiting Program (CHVP) (7)
County Job Specification: Health Program Specialist

Definition: The role of Colusa Home Visiting Program Director is a component of the Health Program Specialist duties. The CHVP Director is in a management position responsible for a comprehensive CHVP Program within Public Health Division of the Colusa County Health & Human Services Agency. The C H V P Director'sresponsibilities include management of outreach, education, home visitations, and all aspects of the CHVP program. This position receives administrative direction from the Deputy Director of Health & Human Services and Nursing Supervisor, and medical direction from Health Officer as necessary.

General Responsibilities and Duties: The role of the CHVP Director is to collaborate with the CHVP Coordinator to implement and direct all aspects of the CHVP program. CHVP Director's functions include directing the CHVP program and to perform the core public health functions (assessment, policy development, and assurance), and implement the approved CHVP scope of work (SOW). The CHVP Director will accomplish primarily those functions that involve policy and resource allocation activities, including representation of the CHVP program on boards, committees, and coalitions within the agency, community, region, and state that deal with these issues. The CHVP Director will manage and coordinate all aspects of the CHVP to achieve desired outcome of promoting maternal health and well-being, improve infant and child health and development, strengthen family functioning and cultivate strong communities. Specific examples of duties include:

- Ensures compliance with State CHVP Branch Policies and Procedures.
- Develops and implement the CHVP plan, including the Scope of Work (SOW) and Action in accordance with State regulation, standards, and guidelines.
- Adheres to all CHVP Policies and Procedures relating to implementation of CHVP and Parents as Teachers (PAT) curriculum
- Plans the infrastructure needed to perform all activities according to, and in fidelity of, the PAT model guidelines and CHVP requirements
- Conducts a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting
- Provides ongoing liaison with local programs, other agencies and organizations.
- Liaison with State CHVP Branch Consultant and Contract Manager.
- Fosters local, regional, and state private and public partnerships for the purpose of sharing analyses of local vital statistics, identifies at-risk populations and conducts surveys to gain a better understanding of home visiting needs in the community
- Contributes to CHVP policy through participation in CHVP meetings, statewide planning meetings and Regional Consultation Section visits.

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

- Establishes a plan and timeline for the recruitment, hiring, and training of staff to support implementation of an evidence-based home visiting program; develop a CHVP Implementation Plan.
- Develops a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program.
- Develops a plan to recruit and enroll participants.
- Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.
- Represents the CHVP program on all CHVP, board, committees and coalition meetings at the agency, community, region, and state levels
- May participate or direct CHVP personnel to establish or improve access by: collaborating with local and regional representatives in the planning and development of solutions for mutually agreed upon service gaps and barriers

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 8

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Public Health Assistant (8)
County Job Specification: Public Health Assistant

Definition: The role of Public Health Assistant (PHA) is to conduct home visits and function as a Parent Educator for clients enrolled in the CHVP program which include children 0-5, childbearing women and their families. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: The role of the Public Health Assistant is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. PHA will implement CHVP and PAT guidelines and procedures to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. PHA receives ongoing guidance from the MCAH and CHVP Director(s) and CHVP Coordinator. Nursing Supervisor will provide on-site and reflective supervision for the PHA. Specific examples of duties include:

- Assist individuals to access CHVP services
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Provide support in the referral of clients to the appropriate community resources.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Perform program clerical support duties.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Manage time and workload independently to accomplish new referrals, prioritizing needs of ongoing clients, make visits within a timely manner
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 9

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Public Health Assistant (9)
County Job Specification: Public Health Assistant

Definition: The role of Public Health Assistant (PHA) is to provide administrative support for the Colusa Home Visiting Program (CHVP). PHA will be cross trained to assist with home visits, and will serve as translator for Registered Nurses (RNs) and clients enrolled in the program. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH Director. The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: Public Health Assistant will provide administrative support for the Colusa Home Visiting Program (CHVP). PHA will be cross trained to assist with home visits, and will serve as translator for Registered Nurses (RNs) and clients enrolled in the program. PHA may also transcribe and process referrals, assist with data entry, and develop outreach materials including pamphlets, leaflets, and brochures. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). Nursing Supervisor will provide on-site and reflective supervision for the PHA. Specific examples of duties include:

- Assist individuals to access CHVP services
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Provide support in the referral of clients to the appropriate community resources.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Perform program clerical support duties.
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Budget Line 10

Duty Statements

Health Jurisdiction: Colusa County
Program: M C A H - California Home Visiting Program
Program Position: Public Health Assistant (8)
County Job Specification: Public Health Assistant

Definition: The role of Public Health Assistant (PHA) is to conduct home visits and function as a Parent Educator for clients enrolled in the CHVP program which include children 0-5, childbearing women and their families. This position receives general direction from the Nursing Supervisor in coordination with the CHVP Coordinator and MCAH and CHVP Director(s). The Nursing Supervisor will provide on-site and reflective supervision for the PHA.

General Responsibilities and Duties: The role of the Public Health Assistant is to conduct home visits and function as a Parent Educator for families enrolled in the CHVP program. PHA will implement CHVP and PAT guidelines and procedures to promote maternal health and well-being, improve of infant and child health and development, strengthen family functioning, and cultivate strong communities. PHA receives ongoing guidance from the MCAH and CHVP Director(s) and CHVP Coordinator. Nursing Supervisor will provide on-site and reflective supervision for the PHA. Specific examples of duties include:

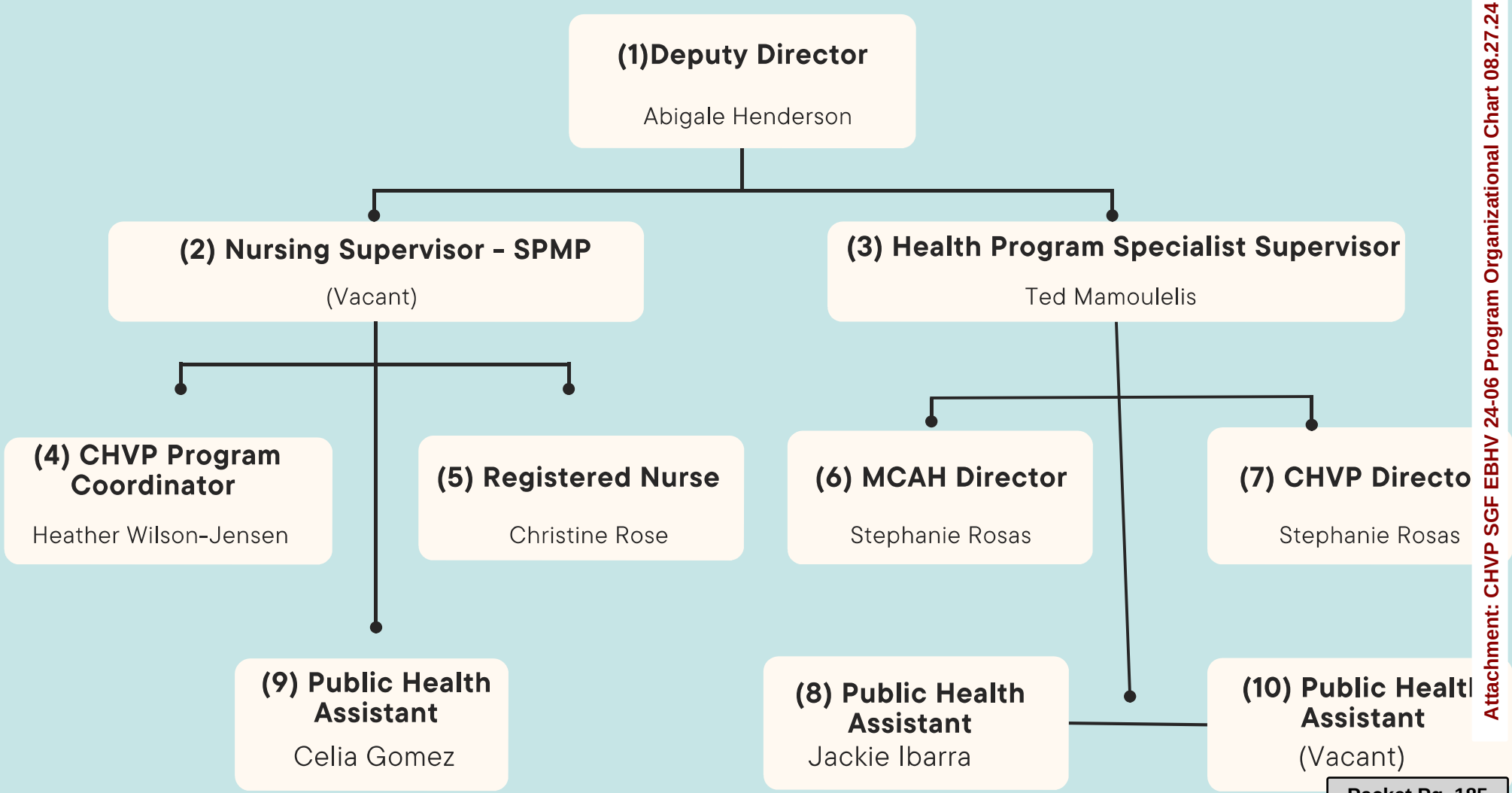
- Assist individuals to access CHVP services
- Screen and interview clients to obtain medical, family, financial or other information
- Assist in the gathering, compilation and evaluation of data
- Support with community outreach to help recruit and enroll participants into CHVP
- Provide support in the referral of clients to the appropriate community resources.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Perform program clerical support duties.
- Adhere to all CHVP Policies and Procedures relating to implementation of PAT
- Manage time and workload independently to accomplish new referrals, prioritizing needs of ongoing clients, make visits within a timely manner
- Attend PAT trainings, as well as other relevant meeting and trainings
- Participate in other CHVP program duties in collaboration with other CHVP staff as needed

Attachment: CHVP SGF EBHV 24-06 Duty Statements Revised 8.27.24 (10256 : California Home Visiting Program)

Colusa County Health and Human Services

Colusa Home Visiting Program (CHVP)

Organizational Chart



Attachment: CHVP SGF EBHV 24-06 Program Organizational Chart 08.27.24 (10256 : California Home

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Approve the purchase of a commercial refrigerator, an un-budgeted fixed asset for the Public Health Department in the amount of $1,625.81 and authorize the Purchasing Agent to sign the Purchase Order.**

Approve the purchase of a commercial refrigerator, an un-budgeted fixed asset for the Public Health Department in the amount of $1,625.81 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

The Health Department has requested to purchase a commercial refrigerator for the Senior Nutrition program. This purchase is un-budgeted and requires Board approval. The department acquired 3 quotes:
Home Depot - $1,699
Restaurant Equipment.com - $1,695
Iron Mountain Refrigeration - $1,475
Purchasing & Procurement and the Health Department request your approval to purchase from the least expensive vendor Iron Mountain refrigeration.

Prior Board Action

None

Fiscal Impact/Funding Source

Un-budgeted for this particular item. However there are funds available in the 005-57099-712 line item available for this purchase.

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and return to Stacy @ Purchasing to process.

ATTACHMENTS:

- PO_71212022024 Iron Mountain Refrigerators (PDF)
- PO 71212022024 quotes & backup (PDF)

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

Purchase Order No.
71212022024

PURCHASE ORDER

VENDOR		REQUISITIONER ADDRESS	
NAME	Iron Mountain Refrigeration.com	NAME	Colusa County Purchasing & Procurement
ADDRESS		ADDRESS	547 Market St Ste 110, Colusa, CA 95932
		PHONE	530.458.0437
PHONE		**DELIVERY ADDRESS**	
		NAME	**Colusa County Health & Human Services**
		Contact	**Patricia Gross**
		Address	**251 E. Webster St. Colusa CA 95932**
		PHONE	**530.458.0364** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
12.02.2024	Stacy Woods		TBD	30 Days

.

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		PeakCold Stainless Steel Single Door Commercial Refrigerator	$1,495.00	$1,495.00

BASED ON ATTACHED QUOTE

SUBTOTAL	$1,495.00
DELIVERY	$0.00
CA Sales Tax .0875%	$130.81
TOTAL	$1,625.81

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

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

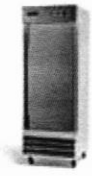
Authorized by Date

Attachment: PO_71212022024 Iron Mountain Refrigerators (10240 : Approve Purchase of Unbudgeted Fixed Asset)

Quotes

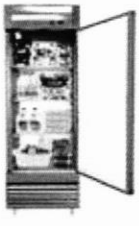
ERS-23R-HC Enhanced Reach-In Refrigerator, 1 Solid Door $1695.00

https://restaurantequipment.com/collections/commercial-refrigerators/products/ers-23r-hc-enhanced-reach-in-refrigerator-solid-1-door



$1475.00 PeakCold Stainless Steel Single Door Commercial Refrigerator

https://ironmountainrefrigeration.com/product-category/commercial-refrigerators/?product_tag=doors_1+door-type_solid&woocommerce-login-nonce=&_wpnonce=&woocommerce-reset-password-nonce=



$1699.00

https://www.homedepot.com/p/Cooler-Depot-23-cu-ft-Commercial-Single-Door-33-F-to-41-F-Refrigerator-in-Stainless-Steel-XB27R/315397292

Thank you,
Pat

Patricia Gross
Colusa County Public Health Department
Public Health Assistant
251 Webster St.
Colusa CA, 95932
(530) 458-0364
patricia.gross@countyofcolusa.com

Attachment: PO 7121022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

(Please submit all completed request forms to Fiscal Division for purchase.)
All orders must have Supervisor approval.
All orders over $500 must also have Staff Services Manager and Director Approval.

Requested By:	Patricia Gross		4012		Senior Nut	11/18/2024
	Employee	Fund #	Dept. #	Account #	Program	Date

Fiscal Use Only

Estimate/Quote Number:	Purchase Order Number:	Purchase Order Number:	Order Date:	Paid Date:

SUPPLIES

Catalog	Pg#	Item #	Description	Reason	Qty	Amount	Total Cost	Fiscal Only Discount Price	Budgeted Yes	Budgeted No	Intial Supervisor Yes	Intial Supervisor No	Intials if purchase is $500.00 or more. Fiscal SSM Yes	Fiscal SSM No	Director Yes	Director No
Office Depot	online			Replenish			$0.00									
Office Depot	Online						$0.00									
Office Depot	online						$0.00									
Office Depot	online						$0.00									
							$0.00									
							$0.00									
						Total	$ -									

ASSETS

Catalog	Pg#	Item #	Description	Reason	Qty	Amount	Total Cost	Fiscal Only Discount Price	Budgeted Yes	Budgeted No	Approval (initial appropriate box) Supervisor Yes	Supervisor No	Fiscal SSM Yes	Fiscal SSM No	Director Yes	Director No
/restaurantequipment.com			Single door Stainless Steel Refrigerator	Senior Nutrition		$1,695.00 - quote	$0.00									
/ironmountainrefrigeration.com			Single door Stainless Steel Refrigerator	Senior Nutrition		$1,475.00	$0.00									
www.homedepot.com			Single door Stainless Steel Refrigerator	Senior Nutrition		$1,699.00 - quote	$0.00									
							$0.00									
							$0.00									
							$0.00									
						Total	$ 4869.00									

actual one that will I

1495 -

***Asset purchases greater than $1,000 will be purchased according to the County's Purchase of Fixed Assets Policy #601.

HARDWARE, SOFTWARE, AND ACCESSORIES

Catalog	Pg#	Item #	Description	Reason	Qty	Amount	Total Cost	Fiscal Only Discount Price	Budgeted Yes	Budgeted No	Intial Supervisor Yes	Intial Supervisor No	Intials if purchase is $500.00 or more. Fiscal SSM Yes	Fiscal SSM No	Director Yes	Director No
							$0.00									
							$0.00									
							$0.00									
							$0.00									
							$0.00									
							$0.00									
						Total	$ -									

Packet Pg. 189

3.8.b

Attachment: PO 71212022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

Requisition For Supplies or Equipment up to $5,000

*Purchasing & Procurement

Request Date:	Date Desired:	Supply Type: (Select One)
11/26/2024	asap	Office Supplies

Budgeted: Yes

Payment Method

Requestor: Patricia Gross

E-mail Patricia.Gross@countyofcolusaca.gov

PLEASE COMPLETE SECTION BELOW

Preferred Supplier (if applicable all info needs to be completed): Other

Contact/ E-mail:

Web Link https://ironmountainrefrigeration.com/

Ship To Address: DHHS
ATTN:
251 E. WEBSTER STREET

Qty.	Item #	Description	Fund/Dept	Account	Cost /
1		PeakCold Stainless Steel Single Do	005	57099	1495.00

Additional Items Included:

List Additional items / Comments:

For Purchasing Use: Requisition #: Total Cost

Attachment: PO 71212022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

Stacy Woods

From: Doris Gomez
Sent: Tuesday, November 26, 2024 11:28 AM
To: Colusa County Purchasing
Subject: Purchase Request - Iron Mountain - Refrigerator - 712
Attachments: Purchase Request - Iron Mountain - Refrigerator - 712.pdf; Supply Requisition - Iron Mounttain - 712 - Refrigeratir.pdf

Good Morning,

Attached is a purchase request as follows:

Program:
005/57099/712
IZ

Vendor: Iron Mountain

Description: PeakCold Stainless Steel Single Door Commercial Refrigerator

Quantity: 1
Amount: $1475.00
Link: Shop Commercial Refrigerators Online | Iron Mountain

Below are other vendors for quotes.

Please deliver to
DHHS
Attn: Patricia Gross
55 E. Webster Street
Colusa, CA 95932

Please send confirmation when completed.

Thank you,

Doris

From: Pat Gross <patricia.gross@countyofcolusaca.gov>
Sent: Monday, November 18, 2024 12:00 PM
To: Doris Gomez <doris.gomez@countyofcolusaca.gov>
Subject:

Attachment: PO 71212022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

Doris Gomez

From: Abigale Henderson
Sent: Monday, November 18, 2024 3:04 PM
To: Doris Gomez
Subject: Re: Purchase request for fridge

Approved

Get Outlook for iOS

From: Doris Gomez <doris.gomez@countyofcolusaca.gov>
Sent: Monday, November 18, 2024 3:02:52 PM
To: Abigale Henderson <abigale.henderson@countyofcolusaca.gov>
Subject: FW: Purchase request for fridge

Hello,

I will need your approval, please.

Thank you,

Doris

From: Pat Gross <patricia.gross@countyofcolusaca.gov>
Sent: Monday, November 18, 2024 11:59 AM
To: Doris Gomez <doris.gomez@countyofcolusaca.gov>
Subject: FW: Purchase request for fridge

Thank you,
Pat

Patricia Gross
Colusa County Public Health Department
Public Health Assistant
251 Webster St.
Colusa CA, 95932
(530) 458-0364
patricia.gross@countyofcolusa.com

Attachment: PO 71212022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

From: Abigale Henderson <abigale.henderson@countyofcolusaca.gov>
Sent: Monday, November 18, 2024 11:47 AM
To: Pat Gross <patricia.gross@countyofcolusaca.gov>
Cc: Angelica Aponte <angelica.aponte@countyofcolusaca.gov>
Subject: Re: Purchase request for fridge

Approved for purchase at the lowest price

Get Outlook for iOS

From: Pat Gross <patricia.gross@countyofcolusaca.gov>
Sent: Monday, November 18, 2024 9:08:32 AM
To: Abigale Henderson <abigale.henderson@countyofcolusaca.gov>
Cc: Angelica Aponte <angelica.aponte@countyofcolusaca.gov>
Subject: Purchase request for fridge

Good morning Abi,

Doris told me I needed to get 3 quotes and send it to you for approval. I am not sure if this is what she meant but here it is.

Thank you,
Pat

Patricia Gross
Colusa County Public Health Department
Public Health Assistant
251 Webster St.
Colusa CA, 95932
(530) 458-0364
patricia.gross@countyofcolusa.com

Attachment: PO 71212022024 quotes & backup (10240 : Approve Purchase of Unbudgeted Fixed Asset)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Approve Open-End (Equity) Lease Rate Quote number Q8396248 with Enterprise Fleet Management for two (2) snow plow vehicles for the Road Department, including after market equipment from Royal Truck Body, and authorize the Purchasing Agent to sign.**

Approve Open-End (Equity) Lease Rate Quote number Q8396248 with **Enterprise Fleet Management** for two (2) snow plow vehicles for the Road Department, including after market equipment from Royal Truck Body, and authorize the Purchasing Agent to sign.

Detailed Description/Background of request

The Road Department has a need to replace two of its snow plows due to advanced age, high mileage and extensive amount of repairs.

The vehicles being replaced are:
EQ#10, 1994 Ford F-150 with 249,011 miles.
EQ#36, 1996 Ford F-350 with 185,847 miles.

The vehicles to be leased through Enterprise Fleet Management are 2025 Ford F-350 XL 4x4 SD super cabs.

With the Enterprise Fleet Management Program, vehicles are circulated through a lease period averaging 3 to 5 years, depending on usage. Vehicles may be terminated at any time, with no penalty, or kept at the end of the lease if desired. The Enterprise Fleet Management contract is covered under the CMAS program. The monthly lease payments include all routine maintenance, excluding tires. There are local vendors under contract to perform all maintenance should the need arise, including the mechanic at the Colusa County Transit facility.

Prior Board Action

Master Equity Lease Agreement was approved on May 5, 2020

Fiscal Impact/Funding Source

Budgeted. The total monthly lease cost will be $1,671.01/vehicle.

Action for the Clerk

Please have the Purchasing Agent sign the Quote via Docusign.

ATTACHMENTS:

- Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (PDF)
- ENT R 492442- 8' UTILITY - STRAIGHT SNOW PLOW- COUNTY OF COLUSA (1) (PDF)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No

Prepared For: County of Colusa
West, Molly

Date 12/02/2024
AE/AM BTS/DAC

Unit #
Year 2025 **Make** Ford **Model** F-350
Series XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 93,471.45		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 875.00		Other: (See Page 2)
$ 16,458.22	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$1,580.09	*	Taxes
$ 77,888.23		Total Capitalized Amount (Delivered Price)
$ 1,051.49		Depreciation Reserve @ 1.3500%
$ 402.39		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,453.88		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 89.92 Full Maintenance Program[3] Contract Miles 50,000 — OverMileage Charge $ 0.0600 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 89.92	**Additional Services SubTotal**
$ 127.21	Tax 8.7500% **State** CA
$ 1,671.01	**Total Monthly Rental Including Additional Services**
$ 14,798.83	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master C
End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses
accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of

LESSEE County of Colusa

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives inte
for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such
maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that c
separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the
of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Spray In Bedliner - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Material/Pipe Rack - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Service/Utility - Royal Quote 0492442 (AME Quote: 0492442)	C	$ 32,9
Auxiliary Battery - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Snow Plow - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Strobe Lights - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Cab Protector - Royal Quote 0492442 (AME Quote: 0492442)	C	$
Total Aftermarket Equipment Billed		$
Total Aftermarket Equipment Capitalized		$ 32,9
Aftermarket Equipment Total		$ 32,9

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 4
Pricing Plan Delivery Charge	C	$ 2
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 8
Other Charges Total		$ 8

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

VEHICLE INFORMATION:

2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$49,329	$51,925.00
Total Options	$10,831.00	$11,900.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$62,155.00**	**$65,820.00**

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
164WB	164" Wheelbase	STD	STD
18B	Platform Running Boards	$405.00	$445.00
41A	Rapid-Heat Supplemental Cab Heater	Included	Included
41H	Engine Block Heater	$173.00	$190.00
425	50-State Emissions System	STD	STD
43C	120V/400W Outlet	$160.00	$175.00
44G	Transmission: TorqShift 10-Speed Automatic	NC	NC
473	Snow Plow Prep Package	$228.00	$250.00
610A	Order Code 610A	NC	NC
61L	Front Wheel Well Liners (Pre-Installed)	$164.00	$180.00
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	$150.00	$165.00
67B	410 Amp Dual Alternators	Included	Included
86M	Dual 68 AH/65 AGM Batteries	Included	Included
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	$9,551.00	$10,495.00
99T34G	34 Gallon Fuel Tank	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
NONGV	GVWR: 11,300 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X31	3.31 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class V trailering with harness, hitch
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: full overhead console with storage
- Glove Box: illuminated locking glove box
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 475-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Attachment: Q # 8396248 2025 Ford F-350 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW (QTY 2) (10243 : Approve equity lease rate quote with

ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0492442

DATE ENTERE	TRUCK ORIGIN		DATE REQUESTI
11/1/2024	DLR-Drop		
WRITTEN BY	**SALESMAN**	**TERR**	**DATE PROMISE**
TC	TC	TC	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			**TAX SCHED**
COUNTY OF COLUSA			CA PL ROS

CUSTOMER NO: ENTRENR

SOLD
ENTERPRISE FLEET ROSEVILLE
150 N. SUNRISE AVE
DEPT 2D
ROSEVILLE, CA 95661

SHIP
TBD -LOCAL CD DEALER
MCCLELLAN, CA

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	NET 30	ROYAL		JUSTIN MURRAY	3142744311

MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	25	X3B164	WHITE	56			4X4 SRW(OEM)

STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO		
	EFM CASE-55901		
	MCCLELLAN DROP SHIP CODE: 88WAA3		
	2025/DEALER UNIT/X3B164/SUPER CAB PICK UP BOX DELETE/ DIESEL / 11,300 GVWR		
	SNOW PLOW PREP PACKAGE - OPTION CODE 473 MUST BE INCLUDED ON FACTORY ORDERED VEHICLE		
	MCCLELLAN STOCK/ ITU SNOW PLOW		
1	40-VO-98-IML 40"H ROYAL BODY w/OPEN TOP LID WITH INTERNAL MASTER LOCK 98" SYSTEM FEATURING A TWIST HANDLE THAT CAN BE LOCKED WITH CUSTOMER SUPPLIED PADLOCK ENABLING ADDITIONAL SECURITY,ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG. REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.	9,358.0000	9,358.0

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

Attachment: ENT R 492442- 8' UTILITY - STRAIGHT SNOW PLOW- COUNTY OF COLUSA (1) (10243 : Approve equity lease rate quote with

ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0492442

DATE ENTERE	TRUCK ORIGIN		DATE REQUESTI
11/1/2024	DLR-Drop		
WRITTEN BY	**SALESMAN**	**TERR**	**DATE PROMISE**
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COUNTY OF COLUSA	CA PL ROS

CUSTOMER NO: ENTRENR

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150 N. SUNRISE AVE
DEPT 2D
ROSEVILLE, CA 95661

SHIP
TBD -LOCAL CD DEALER
MCCLELLAN, CA

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	NET 30	ROYAL		JUSTIN MURRAY	3142744311

MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	25	X3B164	WHITE	56			4X4 SRW(OEM)

STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO		
1	R-12-98-15-ECC EXT/CREW FORKLIFT ACCESSIBLE RACK 98"	1,756.0000	1,756.0
1	602418188 POLYUREA SPRAY ON BED LINER SHALL BE SPRAYED ON THE FOLLOWING AREAS: (1)BULKHEAD, (2) BACK-WRAPPERS, (1) CARGO FLOOR AREA AND (1) BACK OF TAIL-GATE	1,222.0000	1,222.0
1	HRF-40 HEADACHE RACK 40" - FORD	795.0000	795.0
1	62411-003 ECCO 22" LIGHTBAR 16-0021-E, 8 LEDS WIRED TO UPFITTER SWITCH #1	1,525.0000	1,525.0

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

Attachment: ENT R 492442- 8' UTILITY - STRAIGHT SNOW PLOW- COUNTY OF COLUSA (1) (10243 : Approve equity lease rate quote with

ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0492442

DATE ENTERE	TRUCK ORIGIN		DATE REQUESTI
11/1/2024	DLR-Drop		
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COUNTY OF COLUSA			CA PL ROS

CUSTOMER NO: ENTRENR

SOLD
ENTERPRISE FLEET ROSEVILLE
150 N. SUNRISE AVE
DEPT 2D
ROSEVILLE, CA 95661

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TBD -LOCAL CD DEALER
MCCLELLAN, CA

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	NET 30	ROYAL		JUSTIN MURRAY	3142744311

MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	25	X3B164	WHITE	56			4X4 SRW(OEM)

STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO INSTALLED ON TOP OF HEADACHE RACK, CENTERED		
6	62411-005 ECCO ED3706A DIRECTIONAL FLASHERS WIRE AS FOLLOWS UNLESS OTHERWISE SPECIFIED BY CLIENT (QTY 2) HEADACHE RACK FLASHERS TO BE WIRED TO UPFITTER SWITCH #2 (QTY 2) S/S FLASHERS TO BE WIRED TO UPFITTER SWITCH #3 (QTY 2) C/S FLASHERS TO BE WIRED TO UPFITTER SWITCH #4 TOTAL OF 6 FLASHERS- (QTY 2) INSTALLED TOWARD TOP OF HEADACHE RACK FACING REAR AT THE EDGES C/S AND S/S (MOUNTED HORIZONTALLY); (QTY 2) INSTALLED FRONT GRILLE C/S AND S/S; (QTY 2) INSTALLED REAR END PANEL C/S AND S/S	425.0000	2,550.0
1	608011083 CHROME GRAB HANDLE	37.4500	37.4

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

Attachment: ENT R 492442- 8' UTILITY - STRAIGHT SNOW PLOW- COUNTY OF COLUSA (1) (10243 : Approve equity lease rate quote with

ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0492442

DATE ENTERE	TRUCK ORIGIN		DATE REQUESTI
11/1/2024	DLR-Drop		
WRITTEN BY	**SALESMAN**	**TERR**	**DATE PROMISE**
TC	TC	TC	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			**TAX SCHED**
COUNTY OF COLUSA			CA PL ROS

CUSTOMER NO: ENTRENR

SOLD
ENTERPRISE FLEET ROSEVILLE
150 N. SUNRISE AVE
DEPT 2D
ROSEVILLE, CA 95661

SHIP
TBD -LOCAL CD DEALER
MCCLELLAN, CA

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	NET 30	ROYAL		JUSTIN MURRAY	3142744311

MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	25	X3B164	WHITE	56			4X4 SRW(OEM)

STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO		
	INSTALLED VERTICALLY C/S AND S/S REAR END PANEL		
1	/SP-ACC	11,646.0000	11,646.0

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

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STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO 8' STRAIGHT BLADE SNOW PLOW 8' PRO-PLOW® Series 2 Mild Steel Blade Assembly Attachment, MIDWEIGHT / PRO-PLOW Series 2 Vehicle Specific Truck Mount, Ford, F-250SD-600SD Plug-In Halogen Harness Kit - 2023 - _ Ford SD Halogen Alternatively, #85973-1 can be used. Plow Headlight Kit, Halogen Headlight Kit, Complete FLEET FLEXTM Control, Hand Held Vehicle Isolation Module, 3-Port, DRL & Non-DRL **ITU STOCK/ MCCLELLAN INSTALL** **MINIMUM VEHICLE REQUIREMENT** 5600 minimum FGAWR, 6340 minimum RGAWR, 11300 minimum GVR, arid Halogen headlamp type. ***NOTE*** May require lower bumper or air dam notching. Ford recommends dual batteries		

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

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TC	TC	TC	9/9/9999
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COUNTY OF COLUSA			CA PL ROS

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STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO for optimal battery performance and durability. Compatible with factory installed front bumper mounted winches. This model is equipped with the Ultra Mount® 2 mount system. Snowplow prep. package recommended when available.		
2	602911022 DC31 12 VOLT BATTERY W/BOX 2731 INSTALLED IN C/S #1 COMPARTMENT FOR PLOW	1,372.0000	2,744.0
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR KEEP FACTORY RECEIVER	232.0000	232.0
1	CAMF2	426.0000	426.0

Continue

SALES ORDER # 0492442

******QUOTE VALID FOR 30 DAYS******

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STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE
		49	15	79		Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION**** ***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***		
1	MK98FSG FORD GAS MOUNTING KIT 98 SINGLE	0.0000	0.0
	AME LOGISTICS ($450) AND DELIVERY FEE ($175) INCLUDED IN FREIGHT FIELD DELIVERY TO CD DEALER UPON COMPLETION WITHIN 75 MILES OF ROYAL TRUCK BODY- MCCLELLAN CA		

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

Freight:	625.0
Net Order:	32,291.4
Sales Tax CA PL CIT OF	0.0
GRAND TOTAL:	32,916.4

RECEIVED BY (PRINT NAME) _____

RECEIVED BY (SIGN) _____ DATE _____

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0492442**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

Attachment: ENT R 492442- 8' UTILITY - STRAIGHT SNOW PLOW- COUNTY OF COLUSA (1) (10243 : Approve equity lease rate quote with

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Wendy Tyler**
SUBJECT:	**Ratify Change Order No. 2 with Clark & Sullivan and Broward Builders, Inc. for Construction of the Colusa County Detention and Treatment Facility for additional work in the amount of $11,698.34 to be charged against Allowance AL-02, resulting in no increased cost to County**

Ratify Change Order No. 2 with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility for additional work in the amount of $11,698.34 to be charged against Allowance AL-02, resulting in no increased cost to County.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress with construction of the Colusa County Detention and Treatment Facility (CCDTF).

During excavation of the construction site, the contractor located an unknown transited pipe. The pipe was pressurized with water supplying Sheriff's Office facilities. The location of the pipe was not identified on any prior maps/plans of the area. The removal of the pipe was critical to the continuance of the project. The contractor coordinated the removal, transport and disposal of the transited pipe which included building materials and contaminated debris. The contractor additionally mitigated the resupply of the water to the facility.

Issues such as this arise from time-to-time with construction projects, and were anticipated. Therefore, an allowance of $26,000 for "Utility Demolition and Relocation not known or identified in the criteria documents" was included in the agreement approved by the Board in 2023.

Because of the importance of keeping the project moving, with concrete pours and standing of walls already scheduled, the CAO executed this necessary change order and is now seeking ratification.

Prior Board Action

Approved contract with Clark & Sullivan and Broward Builders, Inc. on January 17, 2023

Approved 1st modification on April 11, 2023

Fiscal Impact/Funding Source

Cost of work performed under Change Order #1, in the amount of $11,698.34, is covered by an existing allowance within the construction agreement, under section 1.01.B.1.b.

Action for the Clerk

Assign a contract number and provide copy to Mike Bradwell and James Pastorino.

ATTACHMENTS:

- OCO-002 Unknown 4 Inch Transite Pipe (PDF)
- C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (PDF)
- C23-024 Clark & Sullivan Construction and Broward Builders, Inc (PDF)

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by: ☐ engineer ☒ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	Project	FEDERAL NUMBER(S)
CCDTF2		C23-024	CCDTF	

TO Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture *contractor*

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the engineer.***

Initiation Date: December 13, 2024
Original Contract No.: C23-024
Original Contract Amount: $29,578,441.00
Original Contract Term: 965 days

By this Change Order you are hereby directed to make the following changes to this Contract:

Re: PCO 110-99:
Furnish all materials and labor to remove, transport and dispose of asbestos-containing building materials and contaminated debris from approximately 162 lineal feet of 4" to 6" diameter transited pipe.

The amount of this Change Order will be charged against Allowance AL-02 for "Utility Demolition and Relocation" included in the base Contract.

The Contract Time will be Increased by: 0 days.

Estimated Cost: ☐ Decrease ☐ Increase $ 11,698.34

By reason of this order the time of completion will be adjusted as follows: As Noted Above.

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Mike Bradwell, Assistant Sheriff	12/16/24
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy G. Tyler, CAO	12/16/24
ENGINEER APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden PM	12-18-24

Attachment: OCO-002 Unknown 4 Inch Transite Pipe (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23- 074

First Modification of Contract C23-024

This First Modification of agreement C23-024 is entered into as of April 11, 2023 between Colusa County (County), a political subdivision of the State of California, and Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity").

Background

On January 17th the County entered into agreement C23-024 with Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture whose place of business is located at 1340 Blue Oak Blvd., Suite 150, Roseville, CA 95678 ("Design Build Entity") to design and build the Colusa County Detention and Treatment Facility for the Contact Sum of $29,578,441.00.

The Parties agree to modify the agreement as follows:

Modification

1. Section 2.03 (A) (1) is modified to the Substantial Completion date of August 7, 2025 under the Design and Construction Milestones Section 2.03

2. Section 5.03 under Construction Manager shall be modified to Vanir Construction Management Inc., 4540 Duckhorn Drive, Suite 300, Sacramento, CA, 95834.

3. Removal of the last page of the document titled: **NOTICE TO PROCEED WITH CONSTRUCTION**

All other terms and conditions of the agreement shall remain in full force.

[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

IN WITNESS WHEREOF the parties have executed this Modificaiton to the Agreement the day and year first above written.

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Ken Boes, Chairman

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

By _____ .Deputy

DESIGN-BUILD ENTITY

CORPORATION
Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

BUTCH POWELL
Typed Name

OPERATIONS MANAGER
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

_____
Typed Name

_____
Title of Individual Executing
Document on behalf of Firm

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

Travelers Casualty & Surety Co. of America - Bond No 107747190
Fidelity & Deposit Co of Maryland and
Zurich American Ins. Co. - Bond No: 9417546
Premium: $175,423.50

DOCUMENT 00 61 13.13

CONSTRUCTION PERFORMANCE BOND
(Design-Build)

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated March 24, 2023, is in the amount of Twenty Nine Million Five Hundred Seventy Eight* ("Penal Sum"),which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Design-Build Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to Clark & Sullivan Construction and** ("Design-Build Entity"), Travelers Casualty*** ("Surety"), COUNTY OF COLUSA ("Owner"), or other party shall be considered plural where applicable.

*Thousand Four Hundred Forty One Dollars and 00/100

DESIGN-BUILD ENTITY:
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

1340 Blue Oaks Blvd. #150
Address

Roseville, CA 95678
City/State/Zip

**Broward Builders, Inc, a Joint Venture
***& Surety Co. of America, Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co

SURETY:
Travelers Casualty & Surety Co of Maryland

11070 White Rock Road #130
Principal Place of Business

Rancho Cordova, CA 95670
City/State/Zip

Fidelity & Deposit Co. of Maryland and Zurich American Ins. Co
1299 Zurich Way
Schaumburg, IL 60196

DESIGN-BUILD CONTRACT: Agreement for the Colusa County Detention & Treatment Facility located at 929 Bridge Street, Colusa, California, dated March 16, 2023, in the amount of $29,578,441.00

DESIGN-BUILD ENTITY AS PRINCIPAL
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature: [signature]

Name: Ted Ford

Title: President of CA Operations

SURETY
Travelers Casualty & Surety Co of America

Signature: [signature]

Name: Stephanie Agapoff

Title: Attorney-in-Fact

Fidelity & Deposit Co. of Maryland and
Zurich American Ins. Co.

Signature: [signature]

Name: Stephanie Agapoff

Title. Attorney-in-Fact

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 - Jail

BOND TERMS AND CONDITIONS

1 Design-Build Entity and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and the State of California for the complete and proper performance of the Design-Build Contract, which is incorporated herein by reference.

2 If Design-Build Entity completely and properly performs all of its obligations under the Design-Build Contract, Surety and Design-Build Entity shall have no obligation under this Bond.

3 If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1 Owner provides Surety with written notice that Owner has declared a Design-Build Entity Default under the Design-Build Contract pursuant to the terms of the Design-Build Contract; and

3.2 Owner has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Design-Build Contract, or

3.2.2 To a Design-Build Entity selected to perform the Design-Build Contract in accordance with the terms of this Bond and the Design-Build Contract.

4 When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Design-Build Entity, with consent of Owner, to perform and complete the Design-Build Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

4.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or through independent contractors or design-build entities; provided, that Surety may not select Design-Build Entity as its agent or independent contractor or design-build entity without Owner's consent; or

4.3 Undertake to perform and complete the Design-Build Contract by obtaining bids from qualified contractors or design-build entities acceptable to Owner for a contract for performance and completion of the Design-Build Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or design-build entity selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or design-build entity, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 7 below, for the performance and completion of the Design-Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Build Entity Default, as agreed by Owner and Surety at the time of tender. If

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 - Jail

Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5 If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Design-Build Entity Default. To the extent Surety's independent default causes Owner to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Design-Build Contract, Surety shall also be liable for such damages.

6 At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Design-Build Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors or design-build entities.

7 If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Design-Build Entity under the Design-Build Contract. Surety's obligations shall include, but are not limited to:

7.1 The responsibilities of Design-Build Entity under the Design-Build Contract for completion of the Design-Build Contract and correction of Defective Work;

7.2 The responsibilities of Design-Build Entity under the Design-Build Contract to pay liquidated damages; and

7.3 Additional legal, design professional and delay costs resulting from Design-Build Entity Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).

8 If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.

9 No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

10 Surety hereby waives notice of any change, alteration or addition to the Design-Build Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 6 above Surety consents to all terms of the Design-Build Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default. Except in the event of an Owner Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code Section 2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11 Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Design-Build Entity regarding the Design-Build Contract, or in the courts of the County of Colusa, or in a court of competent

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12 All notices to Surety or Design-Build Entity shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, Owner or Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13 Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14 **Definitions**

14.1 **Balance of the Contract Sum:** The total amount payable by Owner to Design-Build Entity pursuant to the terms of the Design-Build Contract after all proper adjustments have been made under the Design-Build Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Design-Build Contract.

14.2 **Design-Build Contract:** The agreement between Owner and Design-Build Entity identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 **Design-Build Entity Default:** Material failure of Design-Build Entity, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design-Build Contract, limited to "default" or any other condition allowing a termination for cause as provided in Document 00 72 00 (General Conditions).

14.4 **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Design-Build Entity progress payments due under the Design-Build Contract or to perform other material terms of the Design-Build Contract, if such failure is the cause of the asserted Design-Build Entity Default and is sufficient to justify Design-Build Entity termination of the Design-Build Contract.

END OF DOCUMENT

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Placer }

On March 27, 2023 (Date) before me, Jennifer Patyi Notary Public (Here Insert Name and Title of the Officer)

personally appeared Ted Foor (Name(s) of Signer(s))

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

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm Expires Jun 3, 2023

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

WITNESS my hand and official seal.

Signature Jennifer Patyi (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name. _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 - Jail

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 03/14/23 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm. Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**

State of Connecticut

City of Hartford ss

By. _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **March** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York , the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland , and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D Murray
Vice President

By. Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

IVA BETHEA NOTARY PUBLIC Baltimore County Maryland

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED. "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

MJ Pethick

By Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

Travelers Casualty & Surety Co. of America - Bond No. 107747190
Fidelity & Deposit Co. of Maryland and
Zurich America Ins. Co - Bond No: 9417546
Premium· Included in Performance Bond **DOCUMENT 00 61 13.16**

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the County of Colusa ("Owner") has awarded to Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture as Principal Contract Number C23-024 dated the 16th day of March, 2023 (the "Contract"), titled the COLUSA COUNTY DETENTION & TREATMENT FACILITY PROJECT in the amount of $ 29,578,441 00, which Contract is by this reference made a part hereof, for the Work of the following Contract:

A. Work is comprised of the design and construction of the Colusa County Detention & Treatment Facility at 929 Bridge Street, Colusa, California, as more particularly described in the Criteria Documents.

1.01 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.02 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) Fidelity & Deposit Co. of Maryland* , as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($ 29,578,441.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *and Zurich American Ins. Co.

1.03 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.04 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.05 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.06 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

1.07 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of March, 2023.

DESIGN-BUILD ENTITY AS PRINCIPAL

Company: (Corp. Seal)
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

Signature

Ted Foor
Name

President of CA Operations
Title

Address: 1340 Blue Oaks Blvd. #150
Roseville, CA 95678

SURETY

Company: (Corp. Seal)
Travelers Casualty & Surety Co. of America

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 11070 White Rock Rd. #130
Rancho Cordova, CA 95670

END OF DOCUMENT

Fidelity & Deposit Co. of Maryland and
Zurich American Ins Co

Signature

Stephanie Agapoff
Name

Attorney-in-Fact
Title

Address: 1299 Zurich Way
Schaumburg, IL 60196

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Placer }

On March 27, 2023 (Date) before me, Jennifer Patyi Notary Public (Here Insert Name and Title of the Officer)

personally appeared Teel Four (Name(s) of Signer(s))

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

JENNIFER PATYI
Notary Public - California
Placer County
Commission # 2291368
My Comm. Expires Jun 3, 2023

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

WITNESS my hand and official seal.

Signature Jennifer Patyi (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name. _____	Signer's Name: _____
☐ Corporate Officer – Title(s). _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other. _____
Signer is Representing. _____	Signer is Representing: _____

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Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 03/24/23 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NICKI MOON
Notary Public - California
Sacramento County
Commission # 2352220
My Comm Expires Mar 26, 2025

Signature Nicki Moon (Seal)

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephanie Agapoff** of **RANCHO CORDOVA** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**

State of Connecticut

City of Hartford ss.

By _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **24th** day of **March** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of January, A.D. 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By. Robert D Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A.D 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

IVA BETHEA NOTARY PUBLIC BALTIMORE COUNTY MARYLAND

Iva Bethea
Notary Public
My Commission Expires September 30 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of March, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Attachment: C23-074 1st Modification - Clark & Sullivan Construction and Broward Builders (10253 : Clark-Sullivan-Broward Change Order #1 -

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

COLUSA COUNTY DETENTION AND TREATMENT FACILITY AGREEMENT

THIS AGREEMENT dated this **17th** day of **January, 2023** by and between **Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture** whose place of business is located at 1340 Blue Oak Blvd. Suite 150, Roseville, CA 95678 ("Design-Build Entity"), and the **County of Colusa**, a political subdivision of the State of California.

COUNTY OF COLUSA
COLUSA COUNTY DETENTION & TREATMENT FACILITY

WHEREAS, upon receipt of approval of Owner's contract award to Design-Build Entity from the State of California Department of Finance, Owner's conditional award of the Contract will become unconditional.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Entity and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

A. Design-Build Entity hereby agrees to serve as the stipulated sum Design-Build Entity for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Performance Criteria, and all other terms and conditions of the Contract Documents ("Work").

B. Without limiting the foregoing, Work specifically includes: :

1. The following Owner Controlled Allowances
   a. Allowance #1 - $20,000 for additional Furnishings, Fixtures and Equipment not included in the criteria documents.
   b. Allowance #2 - $26,000 for Utility Demolition and Relocation not known or identified in the criteria documents
2. The following Deductions (If-Necessary)*
   a. Not Included
   b. Not Included
   c. Not Included
3. The following Enhancements:
   a. Additive Alternate AA-1 – Not Included
   b. Additive Alternate AA-2 – Not Included
   c. Additive Alternate AA-3 – Not Included
4. The following Additive Voluntary Enhancements*:
   a. Not Included
   b. Not Included
   c. Not Included

* As defined in Proposal Form attached for reference.

1.02 Price for Completion of the Work

A. Owner shall pay Design-Build Entity the following Contract Sum $29,578,441 for completion of Work in accordance with Contract Documents (including Allowances, Deductive Items (If-Necessary) and Additive and Voluntary Enhancements identified in paragraph 1.01B above).

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

1.03 Alternates

A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 1 hereto. To add any Alternate to the Work, Owner must notify Design-Build Entity no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 1. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 1, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

1.04 Allowances

A. Contract Sum includes the following allowances
   1. Additional Owner FFE Allowance (see Section 01 21 00 paragraph 1.03) $20,000
   2. Unknown or Unforeseen Owner Utility Demolition & Relocation Allowance (see Section 01 21 00 paragraph 1.04) $26,000 B. See also Section 01 21 00 Allowances.

C. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.

1.05 Maximizing Sales and Use Taxes Payable to Owner

A. Design-Build Entity will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:
   1. The Direct Payment Procedures (as defined below).
   2. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that Design-Build Entity, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Colusa, use an address within (incorporated or unincorporated) County of Colusa, for purchases and leases of Project related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
   3. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that, to the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
      a. Have a physical presence within California; or
      b. If located out of state, collect and pay California use tax.

B. Taxable Purchasing Procedures must include the following, to the greatest reasonably feasible extent (**Direct Payment Procedures**):
   1. Design-Build Entity and all Subcontractors and Designers (of all tiers) with Project-related contracts equal to or exceeding $5 Million dollars (or other amount must be approved by the BOE) **Eligible Subcontractors** must obtain a California State Board of Equalization (**BOE**) sub-permit for the Project Site and allocate all Project-related sales and use tax to the County of Colusa. Before performing any Work at the Project Site, Design-Build Entity and each Eligible Subcontractor must provide Owner with a copy of its sub-permit or an official statement that sales and use tax is not applicable to its portion of the Project.

C23-024

2. When filing quarterly sales and use tax returns, Design-Build Entity and all Eligible Subcontractors must record local taxes on Schedule C (Detailed Allocation by Suboutlet) rather than Schedule B (Allocation by County).
3. Design-Build and Subcontractors and Designers (of all tiers), regardless of Project contract size, shall directly allocate to the County and Colusa sales and use tax on all Project Personal Property with a total value exceeding $250,000 that is shipped to the Project Site from an out-of-state supplier, using Schedule F when filing sales and use tax forms with the BOE.
4. Design-Build Entity and all Subcontractors and Designers (of all tiers), regardless of Project contract size, must provide Owner with copies of all eligible returns and supporting documentation for review and approval at least ten days in advance of submission to the BOE. (This is essential as Owner understands that the BOE will not make retroactive allocation adjustments should revenues be allocated to the countywide pool rather than the Project Site.)
5. Before performing any Work at the Project Site, Design-Build Entity and each Subcontractor and Designer (of all tiers), regardless of Project contract size, must provide Owner with a formal written document stating that their appropriate staff member(s) responsible for filing tax documents (a) have been instructed on these Taxable Purchasing Procedures, (b) will prepare their returns so that to the greatest reasonably feasible extent the local share of sales use tax paid with respect to Project Personal Property) will be allocated to the County of Colusa.

C. Taxable Purchasing Procedures must also include periodic Design-Build Entity reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.

D. Taxable Purchasing Procedures may include exclusions for out-of-state vendors that perform at most nominal or incidental Work within Colusa County or on the Project Site.

E. Design-Build Entity must provide an initial proposed Taxable Purchasing Procedures within 20 days of execution of this Agreement. Owner and Design-Build Entity will use good faith efforts to finalize them within ten days thereafter. If the parties are unable to agree, Owner will determine the final Taxable Purchasing Procedures consistent with this Paragraph 1.05, and if Design-Build Entity disagrees it may file a claim under Document 00 72 53 (General Conditions).

F. The final Taxable Purchasing Procedures will become an attachment to this Agreement and incorporated herein.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

A. Design-Build Entity shall commence Work on the date indicated in the applicable Notice to Proceed.
B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

A. Design-Build Entity shall achieve Final Completion of the entire Work no later than November 5, 2025.

2.03 Design and Construction Milestones

A. Design-Build Entity shall also complete design and construction of the Project consistent with the following milestones.
1. Substantial Completion by November 5, 2025;
2. Certificate of Beneficial Occupancy of entire Project: Recorded by November 6, 2025.
3. Staffing and Occupancy Complete November 6, 2025.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

2.04 Liquidated Damage Amounts

A. Owner and Design-Build Entity recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.

B. Consistent with terms, conditions, stipulations and limitations in Document 00 72 53 (General Conditions) regarding liquidated damages, Design-Build Entity and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Entity agree that Design-Build Entity shall pay Owner as liquidated damages the number of Dollars provided below:

1. As liquidated damages for delay, Design-Build Entity shall pay Owner Two Thousand, Five Hundred Dollars ($2,500.00) for each day that expires after the time specified herein for Design-Build Entity to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

2.05 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 72 53 (General Conditions).

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Administrator

A. Owner has designated Mike Bradwell of the Colusa County Sheriff's Office as its Project Administrator to act as Owner's Representative in those matters relating to the Contract Documents that do not require Board of Supervisors approval.

B. To the extent Board of Supervisors approval is not required, Project Administrator shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Administrator is not assigned any rights or obligations that require Board of Supervisors approval.

C. Owner may assign all or part of the Project Administrator's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

D. Exceptions to the foregoing Article 3.01 shall be in accordance with Public Contract Code 20142 in which case authority has been delegated to Joe Garofalo.

3.02 Design-Build Entity's Project Manager and Key Personnel

A. Design-Build Entity has designated Matt Burnie as its Project Manager to act as Design-Build Entity's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Design-Build Entity's Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Entity, and shall be responsible for distributing all communications from Owner and Owner's consultants (including without limitation from Performance Criteria Architect or Construction Manager on Owner's behalf) to Design-Build Entity's Superintendent and others as Design-Build Entity deems appropriate.

C23-024

B. Design-Build Entity's Proposal lists the key personnel identified on Attachment 2 Design-Build Entity intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Entity represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Entity shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

Design-Build Entity may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

C. Design-Build Entity acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Entity for the Project. Design-Build Entity and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Entity have agreed to liquidated damages as described below:

1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Entity's Key Personnel staffing schedule, Owner may assess once and Design-Build Entity shall accept liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

D. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable Application for Payment or, if insufficient, shall be paid by Design-Build Entity.

E. No liquidated damages shall under be due under this paragraph 3.02 for any substitution required due to death, incapacity or employment termination of a Key Personnel.

F. Design-Build Entity shall make their best effort to comply with Local Participation Goals, attached to this Agreement as Annex 1.

G. Pursuant to Labor Code Section 1771(a), Design-Build Entity covenants that it will award contracts and subcontracts for Project Work, only to Subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design Build Entity shall obtain proof of such registration from all such Subcontractors and provide it to Owner along with each Document 00 43 30 (Subcontractors List)

3.03 Performance Criteria Architect

A. Nacht & Lewis furnished the Performance Criteria and Concept Drawings and shall have the rights assigned to Performance Criteria Architect in the Contract Documents.

3.04 Construction Manager

A. Owner has delegated certain of Project Administrator's rights to Owner's Construction Manager, To be determined and may delegate further rights with notice to Design-Build Entity.

ARTICLE 4 - CONTRACT DOCUMENTS

4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

The complete Contract between the parties hereto shall consist of the following documents

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

Contractor's Bid Proposal
Designation of Subcontractors
This Agreement
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions, if any
Volume 2 – Performance Criteria – Facility Design Program
Technical Specifications
Duly issued Addenda
Duly issued RFIs and PCIs
Duly issued Work Authorizations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other submittals approve pursuant to Article 5 of the General Conditions
Duly issued Change Orders
Contractor's Guarantee and Bond

Such documents, collectively referred to herein as the "Contract Documents'" hereby are incorporated herein by the reference and made a part hereof.

Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 01 15 (List of Construction Documents) provided by Design-Build Entity or in the final Performance Criteria Document 00 52 01 provided by Criteria Architect in accordance with Section 01 11 01 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 43 30 (Subcontractors List) or otherwise.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 53 (General Conditions). Design-Build Entity's Proposal for County of Colusa dated December 16, 2022 is attached hereto for reference purposes, and for matters specifically identified in this Agreement.

ARTICLE 5 - MISCELLANEOUS

5.01 Terms and abbreviations used in this Agreement are defined in Document 00 72 53 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein. Prior to executing this Agreement, Design-Build Entity has performed all required pre-construction investigations required and described in the Contract Documents.

5.02 Design-Build Entity shall include the following Owner addressees on all ordinary course Project communications:

Mike Bradwell
Assistant Sheriff
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street
Colusa, CA 95932

Wendy Tyler
County Administrative Officer
Colusa County
547 Market Street
Colusa, CA 95932

5.03 In addition to the above, all notices to Design-Build Entity and the other party (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

County of Colusa
Mike Bradwell
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street, Colusa, CA 95932

Design-Build Entity
Clark & Sullivan
Construction and Broward
Builders, Inc. a Joint Venture
1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678

Construction Manager
TBD

with a copy to:

Richard Stout
County Counsel
County of Colusa
605 "J" Street
Colusa, CA 95932

A. Notice shall be sufficiently given for all purposes as follows:
   1. When personally delivered to the recipient, notice is effective on delivery.
   2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
   3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
   4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.

B. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.

D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 72 53 (General Conditions) Article 12.

5.04 In order to induce Owner to enter into this Agreement, Design-Build Entity represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Entity is duly qualified to conduct business in the State of California; that Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

5.05 Design-Build Entity shall not assign any portion of the Contract Documents.

5.06 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid,

void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

5.07 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

5.08 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Entity 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Entity, without further acknowledgment by the parties.

5.09 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at
Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Entity will be required to secure the payment of compensation to his employees. Design-Build Entity represents that it is 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 Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.10 Owner shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents.
Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

5.10 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Colusa, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Colusa.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23-024

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Kent Boes, Chairman

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

By _____
Melissa Kitts, Deputy

DESIGN-BUILD ENTITY

Corporation
Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

Ted Foor
Typed Name

President
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23-024

Attachment 1

ALTERNATES
(See Agreement 1.03)

Alternate Number/Name	Proposal Price	County Decision Point Date
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD

* As defined in Proposal Form attached for reference.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

ATTACHMENT 1

KEY PERSONNEL
(See Agreement 3.02)

Position	Name	Start times, anticipated durations, and for each duration percentage of commitment to work on the Project
Project Manager		
Design Manager		
General Superintendent		
Superintendent (Full time)		
Architect of Record		
Design Architect		

- DBE's MUST provide an organizational chart that defines the Project Management and Staffing Plan -- All Planned Project Personnel -- for both the preconstruction and construction portions of the Project.
- DBE's should include resumes demonstrating the qualifications of the Key Personnel on the Organizational Chart for the project. DBE's MUST provide a table showing the planned staffing during both preconstruction and construction phases. The table shall list all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (Independent Consultants), the hours each individual is assigned to each Phase of the project and the total of all hours planned to be expended during each phase over the course of the project.
- DBE's MUST provide a "staffing" fee breakdown, expanded sections of the "table" listed above to include hourly rates for the staffing levels identified including a total cost for each staff member and a bottom line total cost for ALL staff identified in the "table" for both "preconstruction" and "Construction" phases. The hourly rates for staff shall include all applicable staff costs EXCLUDING overhead and profit.

C23-024

ATTACHMENT 2

LOCAL PARTICIPATION GOALS

The parties share the goal of achieving local participation in the design and construction of the Project. Design-Build Entity shall endeavor to achieve the following goals: (1) Subcontract 25% of the design and construction services to local businesses; and (2) 35% of labor supplied by local workers.

Metrics for local participation will be the number of businesses, vendors and suppliers awarded contracts, number of contracts awarded, dollar value of awarded contracts, final amount paid to businesses, types and hours of training provided.

Metrics for local participation for labor shall the number of local workers, trades and zip codes of local workers, amount paid to individual workers, amount paid to all local workers, types and number of hours of training provided.

Design-Build Entity shall ensure maximum participation of local businesses and local workers by:

- Early project notice to the community
- Pre-bid meetings with local firms
- Convene outreach and technical work sessions informing local firms of project overview details, plan availability, bonding requirements, payment process
- Technical Assistance, business development, and mentoring activities that include safety planning, project management details, payment process, insurance and bonding requirements
- Local worker outreach including two local outreach events, coordination with local workforce organizations, union apprenticeship programs and community based organizations that support construction workers

Design-Build Entity shall utilize Labor Compliance Tracker software to track compliance on a monthly basis.

Compliance with the goals shall be reported to the County monthly.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

January 10, 2023

Colusa County Detention & Treatment Facility

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: _____, 23__

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY 929 BRIDGE STREET, COLUSA, CA**

PROJECT NO:

You are notified that the Contract Time under the above Contract will commence to run on _____, **23**__. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, **23**__ and _____, **23**__, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. **[TBD, e.g. Building Permits, WDID from water board, SWPPPs, SFM Approval of Construction Documents, etc.]**

COUNTY OF COLUSA

By: _____

_____
(Print Name)

Its: _____

Date: _____

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

DOCUMENT 00 51 00

NOTICE OF CONDITIONAL AWARD

Dated: March 1, 2023

TO: Clark Sullivan Broward Builders, a Joint Venture ("Design-Build Entity")

ADDRESS: 1200 East Kentucky Avenue, Woodland, CA, 95776

CONTRACT FOR: **COUNTY OF COLUSA**
COLUSA COUNTY DETENTION & TREATMENT FACILITY

1. Subject to receipt of all required approvals from the California Department of Finance, the Contract Sum of your Contract (including the Additive Enhancements and Voluntary Enhancements identified below) is TWENTY NINE MILLION FIVE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED AND FORTY-ONE DOLLARS **($29,578,441.00)**.

2. The Work of your Contract includes the following Allowances:

   a. Allowances

Allowance Identification Number	Allowance Description	Allowance Price
AL-01	Allowance AL-01: For Additional Furnishings, Fixtures and Equipment	$20,000.00
AL-02	Allowance AL-02: For Utility Demolition and Relocation not known or included in the Criteria Documents	$26,000.00
		$46,000.00

3. The work of your Contract includes the following Deductive Items (if necessary) and/or Alternative Technical Concepts

   a. Deductive Items (if necessary) and/or Alternative Technical Concepts

Deductive Item Identification Number	Deductive Item Description	Deductive Item Price
	None are Included	

4. The Work of your Contract includes the following Enhancements in addition to the Base Project:

   a. Additive Enhancements

Enhancement Identification Number	Additive Enhancement Description	Enhancement Price
	None Are Included	

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

b. Voluntary Enhancements

Enhancement Identification Number	Voluntary Enhancement Description	Enhancement Price
	None Are Included	

5. Copies of the proposed Contract Documents listed below accompany this Notice of Conditional Award.

6. You must comply with the following conditions precedent by 5:00 p.m. of the third business Day following the date of this Notice of Conditional Award, that is, by **Monday, March 6, 2023:**

   a. Deliver to Owner seven fully executed counterparts of Document 00 52 00 (Agreement). Each copy of Document 00 52 00 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner seven original copies of Document 00 65 36 (Guaranty), each executed by you.

7. Additionally, you must comply with the following conditions precedent by 5:00 p.m. of the seventh Day following the date the California Department of Finance approves the award of the Contract to the Design-Build Entity, as described in Document 00 01 19 (Request for Proposals):

   a. Deliver to Owner three originals of Document 00 61 13.13 (Construction Performance Bond), executed by you and your surety.

   b. Deliver to Owner three originals of Document 00 61 13.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   c. Deliver to Owner an original set of the insurance certificates with endorsements required under Document 00 73 16 (Supplementary Conditions – Insurance and Indemnification).

8. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.

9. Within 21 Days after you comply with the conditions in Paragraphs 6 and 7 above, Owner will return to you one fully signed counterpart of Document 00 52 00 (Agreement).

10. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

COUNTY OF COLUSA

BY: _____
Wendy G. Tyler, County Administrative Officer

ATTEST: _____
Secretary

_____
(Print Name)

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

AUTHORIZED BY COUNTY RESOLUTION:

NO: 23-0007

ADOPTED: January 17, 2023

[Copy of Resolution Attached]

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

DOCUMENT 00 55 01

NOTICE TO PROCEED WITH DESIGN SERVICES

Date: March 16, 2023

To: Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360

CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on March 16, 2023. On that date you are to start performing your design obligations under the Contract Documents.

In accordance with Article 2 of Document 00 52 00 (Agreement), the date of Substantial Completion of the Project is November 5, 2025, the Certificate of Occupancy must be obtained by November 6, 2025, Final Completion by November 5, 2025, and Staffing and Occupancy complete by November 6, 2025.

This Notice to Proceed with Design Services does not authorize performance of any Work at the Site. Performance of Work at the Site requires issuance of a Notice to Proceed for Construction and satisfaction of all related conditions.

OWNER: COUNTY OF COLUSA

By: _____
Wendy G. Tyler, County Administrative Officer

Date: March 16, 2023

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

DOCUMENT 00 55 00

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: August 6th, 2024

To: Clark and Sullivan Construction and Broward Builders, Inc., a Joint Venture
(Contractor)

Address: 1340 Blue Oaks Blvd Suite 150, Roseville, CA 95678

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360
CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on August 12, 2024. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are April 3, 2026 and May 3, 2026, respectively.

Before you may start any Work at the Site, you must:

1. All required permits and approvals for all authorities having jurisdiction including but not limited to the Office of the State Fi Marshal, BSCC, and County,WDID number and approved Storm Water Pollution and Prevention Plan,
2. A digital video record survey of existing conditions,
3. Submit all Basis of Design submittals together for all disciplines and prior to the start of any demolition and/or construction activity.
4. Quality Assurance/Quality Control (QA/QC) Plan

and any and all other requirements per the Contract Documents to be submitted prior to release of construction.

COUNTY OF COLUSA

By: Wendy G Tyler

Wendy G. Tyler, County Administrative Office
(Print Name)

Date: 8/6/2024

VANIR

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10253 : Clark-Sullivan-Broward Change Order #1 - Jail Project)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Adopt Amended Personnel Rules Section 1.108.2(b)(8) Paid Leaves-Sick Leave, Policy 308 Medical & Family Leave Policy and Policy 308.1 Mandatory Paid Sick Hours Policy**

Adopt the following amended Personnel Rules and Policies, effective January 1, 2025:

1. Personnel Rules 1.108.2(b)(8) Paid Leaves-Sick Leave
2. Policy 308 Medical & Family Leave Policy
3. Policy No. 308.1 Mandatory Paid Sick Hours Policy

Detailed Description/Background of request

Prior to AB 2499, Labor Code Sections 230 and 230.1, prohibited employers from discharging, or in any manner discriminating, or retaliating against employees for:

- Their status as a victim of crime or abuse.
- Taking time off for prescribed purposes, such as:
    - Serving on a jury.
    - Appearing in court as a witness in a judicial proceeding.
    - Obtaining or attempting to obtain relief as a victim of crime.

Additionally, it required an employer to provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking, who requested an accommodation for the safety of the victim while at work.

The law also authorized an employee who was discriminated or retaliated against because the employee had exercised these rights to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

Expanded Definitions and Coverage

Effective January 1, 2025, Assembly Bill 2499 (AB 2499) revised and recast the jury, court, and victim time-off provisions for employees as unlawful employment practices within the California Fair Employment and Housing Act (FEHA) and, thus, within the enforcement authority of the Civil Rights Department (CRD). Below are key provisions:

AB 2499 replaces “crime or abuse” with “qualifying act of violence,” regardless of whether anyone is arrested for, prosecuted for, or convicted of any crime, and includes:

- Domestic violence.
- Sexual assault.
- Stalking.
- Acts or patterns of conduct involving:
    1. Bodily injury or death caused by another individual.
    2. Use, display, or threat of firearms or dangerous weapons.
    3. Threats, actual or perceived, to use force causing injury or death.

Additionally, the definition of "victim" now includes employees ***or their family members***. Under the new law, a “family member” includes:

- Child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- A “designated person,” as defined in Government Code Section 12945.2.

Protected Time Off and Leave Usage

Employees are permitted to take protected leave to address issues related to a qualifying act of violence involving themselves or their family members. Protected time off may include:

- Seeking medical attention for injuries.
- Obtaining victim services or participating in safety planning.
- Taking other steps to increase safety or address the consequences of violence.

Employees may use accrued vacation, personal leave, paid sick leave, or compensatory time off to address these issues.

Limits on Total Leave Taken

Employers may limit the total leave taken under these provisions as follows:

- If the *employee is the victim*, leave time is limited to 12 weeks, and must also run concurrently with FMLA or CFRA if the employee is eligible.
- If an employee’s *family member is a victim* and the employee takes leave to assist a family member relocate or engage in the process of securing a new residence due to the qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, *leave may be limited to five days*.

- If any employee's family member is a victim who is not deceased as a result of crime, the County may limit the total leave taken to *10 days*.

Reasonable Accommodations

Employers are required to provide reasonable accommodations to ensure the safety of employees who are victims (or whose family members are victims) of a qualifying act of violence.

Certification of Victim Status

An employee seeking to take leave under AB 2499 may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Certifications may only be requested every six months.

Confidentiality Requirements

To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

Employer Notifications

AB 2499 mandates that employers inform employees of their rights under the law. Notifications must be provided:

- To new employees at the time of hire.
- Annually to all employees.
- Upon request by any employee.
- Anytime an employee informs the employer of their or their family member's status as a victim.

The CRD is tasked with developing a compliance form by July 1, 2025, which employers may use to meet these notification requirements.

The employee organizations have been advised of the proposed amendments.

Recommendation: Staff recommends the Board approve the attached revised Personnel Rules and Policies to comply with the recent legislative change. A redline version is provided for your ease of review.

Prior Board Action

None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

ATTACHMENTS:

- Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (PDF)
- Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (PDF)
- Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (PDF)
- Personnel Rules Sick Leave Rev. 01.01.25 FINAL(PDF)
- Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (PDF)
- Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (PDF)

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

RULE 1.00 – PERSONNEL RULES

1.100.1 DEFINITIONS

(A) Allocation: The formal action by the Director of Human Resources assigning a position to a job classification based on the nature of its duties, functions, and minimum qualifications to a job classification.

(B) Anniversary Date: The annual date to mark a service year of employment. The start date of employment begins the anniversary period.

(C) Applicant: A person who has filed an application for a position in accordance with the Personnel Rules.

(D) Application Form: The official form designated by the Director of Human Resources for employment application purposes.

(E) Appointing Authority: An elected or appointed department head responsible for the operation and functioning of an identified department in the County of Colusa and is the final approver within the department for hiring decisions. An appointing authority may delegate hiring authority to a hiring manager

(F) Board: The duly elected Board of Supervisors.

(G) Candidate: A person whose application for examination has been accepted as meeting the stated minimum qualifications for the classification and the general requirements for County employment.

(H) Class Specification: A written description identifying factors and conditions characteristic of a class; minimum qualifications for performing work in the class; and examples of common duties, responsibilities, and tasks associated with positions in the class. Class specifications set forth Essential Functions as defined by the Americans with Disabilities Act or other applicable laws.

(I) Continuous Service: All periods of uninterrupted employment in the classified service.

(J) County: County of Colusa government.

(K) County Administrative Officer: The Chief Administrative Officer for the County of Colusa or their designee.

(L) Department: An administrative branch of the County organization headed by an elective or appointed official that delivers County services/programs either internally, externally or both.

(M) Director of Human Resources: The appointing authority over the Human Resources Department or their designee.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

(N) Eligible Employee: Any person whose name appears on an employment list for a classification within the classified County service.

(O) Employee: A person holding a position of employment with the County of Colusa.

(P) Entry Level Class: A classification in which an individual so employed is being trained and gaining experience to perform at the experienced level in the class series.

(Q) Essential Functions: Those job duties and responsibilities that are determined by department management to be an integral part of a position.

(R) Examination: A test or group of tests administered to determine employment eligibility.

(S) Experienced Level Class: A classification for which the minimum qualifications require either appropriate specialized education or experience. The experience may be from employment in an entry level class in the same class series or from other equivalent employment either inside or outside the Colusa County service.

(T) Flexible Work Schedule: Any alternative employee schedule, mutually agreed upon and approved, that differs from normal business hours from the assigned department.

(U) Hiring Manager: An appointed or elected department head or their designee that has the authority to authorize a recruitment, selection, recommendation for hire, and/or authorize hiring of candidates. The hiring manager differs from the appointing authority when the latter delegates the authority for hiring decision to a subordinate manager.

(V) Leave: Authorization to be absent from duty which gives an employee the right to return to his/her position at the expiration of the period.

(W) Limited term employee: An employee hired to perform in a special or mandated program which funds its positions and on which the position depends; if the funding terminates the position terminates, which shall not be considered a "layoff" as that term is used in accordance with County Layoff Policy 303.

(X) Marginal Functions: Those job duties and responsibilities that may be assigned to a position but which are ancillary to the position and their removal would not change the nature of the position.

(Y) Merit Date: The date wherein an employee is eligible to receive a merit increase for job performance. This may be the same as the employee anniversary date, however, the two (2) dates may differ due to extended leaves or position changes requiring a new probationary period.

(Z) Outside Employment: Any paid work outside of County Employment, including part-time, contracted, self-employed, virtual, or telework.

(AA) Overfill of a position: A vacant position may be overfilled when personnel salary savings or sufficient budget exist to fund the position at a higher classification and salary. This is typically

used for flexibly-staffed positions, but other situations may warrant overfilling a position, such as operational changes.

(BB) Part-Time Employee: An employee working less than 37.5 hours per week. Any employee funded by two or more departments, and whose work is divided between these individual departments on a part-time basis, shall be designated a full-time employee if he/she works a total of 37.5 or more hours per week.

(CC) Permanent Employee: An employee who has passed the probationary period.

(DD) Permanent Status: Status of an employee in the classified service who has completed a probationary period.

(EE) Position: A group of current duties (essential and marginal) and responsibilities requiring full-time or part-time employment.

(FF) Position Description: A written description of a classification prepared by the Human Resources Department that identifies the essential functions of the position and qualifications required to perform the job...

(GG) Probationary Status: Status of an employee who has been appointed to a permanent position, but who has not completed the probationary period and has not attained permanent status.

(HH) Probationer: A legally appointed employee who has not yet attained permanent status.

(II) Promotion: An advancement of an employee to a class allocated to a higher salary range. Promotions may be departmental internal or County-wide internal. Departmental internal promotions are used when a promotional opportunity for a department-specific job classification is being offered or when a department-specific classification for a specific time may be a requirement for the promotional opportunity. County-wide internal promotions are used for classifications that exist within multiple departments when a sufficient pool of qualified individuals exist within the county and the hiring manager desires to hire within the County. Flexibly staffed position promotions are known as flexibly staffed advancements and do not go through a promotion process, nor do they trigger a new probationary period.

(JJ) Provisional Appointment: An appointment made to a permanent classified position under narrowly defined circumstances under which the individual does not attain permanent status.

(KK) Qualifying Act of Violence: Means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

(1) Domestic violence.

(2) Sexual assault.

(3) Stalking.

(4) An act, conduct, or pattern of conduct that includes any of the following:

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

a. In which an individual causes bodily injury or death to another individual.

b. In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

c. In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

~~(JJ)~~(LL) Retired Annuitant: An employee retired from CalPERS or another California public retirement system.

~~(KK)~~(MM) Series: Two (2) or more classes with similar and related duties, and differing as to responsibilities and difficulties, arranged in a sequence of steps in a normal pattern of promotion.

~~(LL)~~(NN) Trainee Class: A classification whose positions are filled by examination but whose minimum qualifications require no prior work experience and in which an individual so employed is being trained or gaining experience to perform at the experienced level in the class series.

~~(MM)~~(OO) Transfer: Assignment of an employee to another position:

(5) In the same class, in another department,

(6) In a different class which has the same salary range, in the same or another department, or

~~(1)~~(7) In a different class which has a different salary range, in the same or another department when, in the judgment of the Director of Human Resources, both classes are equivalent with respect to duties and responsibilities.

~~(NN)~~(PP) Unclassified Service: Includes all positions exempted from the classified service.

(QQ) Under-fill of a position: A position may be filled at a position within the same job family (example: Accounting Technician I under-filling an Accounting Technician II) wherein on the job training may be the most cost-effective way to fill a position and promote internal advancement opportunities. This is typically used for flexibly-staffed positions.

(RR) Victim: Means either of the following.

(1) An individual against whom a qualifying act of violence is committed.

~~(1)~~(2) For the purposes of paragraph (2) of subdivision (a) of Section 12945.7 of the Government Code only, a person against whom any crime has been committed.

~~(OO)~~(SS) Voluntary Demotion: Voluntary reduction of an employee in a position in the classified service to another position in a class having a lower salary range.

~~(PP)~~(TT) Volunteer: A volunteer is an individual/intern who performs services without compensation or benefits.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

~~(QQ)~~(UU) Working Days: Days that the general public offices of the County are open for official business.

PERSONNEL RULE 1.108 – LEAVES

1.108.2 Paid Leaves

b) Sick Leave: Sick Leave is governed by provisions contained in these Personnel Rules and shall be administered as specified herein:

1) Employees will accrue twelve (12) days of sick leave in each calendar year or one day for each calendar month of service;

2) Sick leave accrual shall commence on the date of hire and shall be unlimited;

3) Part-time employees are eligible to receive sick leave prorated to a full-time work week based on their hours worked;

4) For purposes of computing sick leave, each employee shall be considered to work no more than five (5) days each week;

5) Sick leave is to be used only for illness or such other purposes as allowed by law or code;

6) The county sick leave "cash out" will be in accordance with the following:

a. Each County employee with at least one year of service will be compensated at the time of resignation, retirement, termination or layoff for any accrued and unused sick leave they had as of December 31, 2008, if any, subject to the formula (converted to days) which follows:

b. Ten-percent (10%) of the hourly rate value of sick leave for the first fifty-nine (59) days;

c. Twenty-five percent (25%) of the hourly rate value of sick leave for the next sixty (60) through eighty-nine (89) days; and

d. Fifty-percent (50%) of the hourly rate value of sick leave for any accrual over eighty-nine (89) days.

e. The value of the employee's accumulated sick leave will be paid in one (1) lump sum within thirty-one (31) days of termination of the employment relationship.

1. For employees hired prior to December 31, 2008, sick leave usage taken from January 1, 2009 forward will first come from accrued sick leave after this date and

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

then to the accrued sick leave bank before. An employee entitled to temporary disability indemnity under the Labor Code may elect to use their accumulated leave in conjunction with their disability indemnity in order to receive their full salary or wage while on disability leave until both are exhausted.

2. If an employee is absent from work for more than three (3) consecutive work days due to illness or injury, and such absence is ordinarily chargeable to sick leave, even though some other form of leave is being used to cover the absence, the employee will be required to furnish a doctor's statement upon return to work.

3. Any employee claiming sick leave who makes a false claim, refuses to be examined by a doctor selected by the County (if requested), fails to cooperate in any investigation by the County of their claim for sick leave, or makes a false statement shall not be entitled to any leave with pay for the time in dispute and shall be subject to disciplinary action, up to and including dismissal.

4. Sick leave days can be used in the case of a death in the immediate family of an employee or spouse provided the employee is prepared to provide proof of death for leaves longer than five (5) days, and has accumulated sufficient sick leave.

5. Sick leave days can be used in the case of illness involving the employee's immediate family, provided the employee has accumulated sufficient sick leave and provides medical documentation, if requested by the appointing authority.

7) For purposes of this discussion, immediate family members refer to:

a) A child, regardless of age or dependency status, including a biological child, adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis

b) Parent, including a biological parent, adoptive parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, a grandparent, a grandchild, or a sibling.

c) A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

8) Sick leave may be used for:

a) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

b) ~~For an employee who is a victim of domestic violence, sexual assault, or stalking.~~An employee who is a victim, or who has a family member who is a victim, the following purposes outlined in the subdivision (a) and (b) of Section 12945.8 of the Government Code apply. As a condition of taking time off, the employee shall give

the County reasonable advance notice or the employee's intention to take time off, unless advanced notice is not feasible.

c) Subdivision (a) of Section 12945.8 of the Government Code:

1. To serve as required by law on an inquest jury or trial jury, if the employee, prior to taking the time off, gives reasonable notice to the County that the employee is required to serve.

2. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

3. To obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

d) Subdivision (b) of Section 12945.8 of the Government Code:

1. To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

2. To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

3. To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

4. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

4. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

5. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

6. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

7. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

8. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

9. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

e) Limits on Total Leave Time Taken for Victims

1. If the employee is the victim, total leave time taken pursuant to subdivision (b) of Section 12945.8 of the Government Code is limited to 12 weeks. Leave taken by an employee shall run concurrently with leave taken pursuant FMLA and CFRA, if the employee would have been eligible for that leave, and does not grant an employee with a right to leave that exceeds that provided under FMLA.

2. If an employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave pursuant to subdivision (b) to assist a family member relocate or engage in the process of securing a new residence due to the qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, ***leave may be limited to five days***.

3. If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the County may limit the total leave taken pursuant to subdivision (b) to ***10 days***.

f) Certification of Victims Status

1. An employee seeking to take leave pursuant to subdivision (a) or (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

   a. A policy report indicating that the employee or family member of the employee was a victim.

   b. A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

   c. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a

family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

d. Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

e. Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

2. To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

1.0 Purpose

1.1 The purpose of this Medical and Family Leave Policy is to describe leaves potentially available to County employees under the Family Medical Leave Act, the California Family Rights Act, and California's Pregnancy Disability Leave Law. Additionally, this policy describes eligibility requirements, the administrative procedures for requesting leave, and the County's management of employee medical and family related leave.

1.2 This policy shall be administered in accordance with state and federal laws by the Human Resources Director ("Leave Administrator"), who may issue further procedural guidelines to accomplish its purpose.

1.3 This policy may be modified by the Board of Supervisors and shall replace any previous version of the policy.

2.0 Definitions

2.1 **Medical and Family Leave** means leave under the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993, except as otherwise noted and not including Pregnancy Disability Leave.

2.2 **Rolling 12-Month Period** means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2.3 **Accrued Paid Leave** means an employee's accrued vacation, compensatory (comp) time, and sick leave.

2.4 **CFRA** means the California Family Rights Act of 1993 as amended; California Government Code section 12945.2.

2.5 **County** means the County of Colusa.

2.6 **Covered Active Duty** means:

2.6.1 In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2.6.2 In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

2.7 **Covered Servicemember** means:

2.7.1 A member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Health Condition (as defined in Section 2.14.1); or

2.7.2 A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Health Condition (as defined in Section 2.14.2) and who was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2.8 **Designated Person** means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

2.9 **FMLA** means the Family Medical Leave Act of 1993; United States Code section 2612.

2.10 **Health Care Provider** means a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the State in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.

2.11 **Key Employee** means a salaried employee who is among the highest paid ten (10) percent of the employer's employees.

2.12 **Next of Kin** means an individual's nearest blood relative.

2.13 **Pregnancy Disability Leave (PDL)** means leave provided to an employee who is disabled by pregnancy, childbirth, or a related medical condition.

2.14 **Qualifying Exigency** means an event as defined and declared by the United States Secretary of Labor, and applies only to members of the Armed Forces.

2.15 **Qualifying Act of Violence** means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

2.15.1. Domestic violence.

2.15.2 Sexual assault.

2.15.3. Stalking.

2.15.4. An act, conduct, or pattern of conduct that includes any of the following:

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

a) In which an individual causes bodily injury or death to another individual.

b) In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

c) In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

2.15 **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility, or continuing treatment from a health care provider, or an illness, injury, impairment, or physical or mental condition that prohibits the employee from returning to work as ordered by a health care provider.

2.15.1 In the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2.15.2 In the case of a veteran who was a member of the Armed Forces, and a covered servicemember, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

2.15.3 **Inpatient Care** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a heath care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2.16 **Spouse** means the employee's husband, wife, or registered domestic partner.

2.17 **Veteran** means a person who served in the active military and who was discharged or released therefrom under conditions other than dishonorable.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

2.18 **Victim** means either of the following:

2.18.1 An individual against whom a qualifying act of violence is committed.

2.18.2 For the purposes of paragraph (2) of subdivision (a) of Section 12945.8 of the Government Code only, a person against whom any crime has been committed.

3.0 Eligibility for Leave

3.1 An employee is eligible for Medical and Family Leave if they were employed by the County for at least twelve (12) months immediately preceding the commencement of leave, and actually worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period. Under the CFRA an employee is eligible for leave based on the same criteria.

3.2 An employee is eligible for PDL upon employment with the County.

4.0 Reasons for Leave

4.1 Eligible Employees may be permitted to take Medical and Family Leave for the following reasons:

4.1.1 Following the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;

(a) When both parents, who are entitled to leave in connection with the birth, adoption, or foster care of a child under this policy, are both employed with the County, the employees are not cumulatively entitled to more than a combined 12 weeks of FMLA leave; however both employees are entitled to 12 weeks of CFRA leave for a combined 24 weeks of CFRA leave.

4.1.2 To care for a parent, spouse, or child (including an adult child under CFRA) of the employee who has a serious health condition; or in the case of the CFRA, in addition to the foregoing, a grandparent, grandchild, siblings, and a designated person. Potentially, a parent-in-law is a qualifying relationship. Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of FMLA leave in a 12-month rolling period to care for a parent with a serious health condition.

(a) A designated person shall be identified by the employee at the time the employee requests the leave.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

~~(a)~~(b) An employee is limited to one designated person per 12-month rolling period for family care and medical leave.

4.1.3 For an employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position;

4.1.4 Because of any qualifying exigency as defined in Section 2.13 out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty or call to active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces;

4.1.5 To care for a spouse, son, daughter, parent, or next of kin who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty, or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

4.1.6 An employee who is a victim, or who has a family member who is a victim, the following purposes outlined in subdivision (b) of Section 12945.8 of the Government Code apply.

a) To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

b) To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

c) To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

d) To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

e) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

f) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

or childcare.

g) To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

h) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

i) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

j) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

4.2 Eligible employees may be permitted to take PDL if they are disabled by pregnancy, childbirth, or a related medical condition.

5.0 Amount of Leave

5.1 Medical and Family Leave. Eligible employees are entitled to a maximum twelve (12) workweeks of FMLA and CFRA leave during a twelve (12) month period.

5.1.1 In the case where an employee is caring for a family member, or next of kin service member, who suffers from a serious health condition while on active duty, the employee may take up to a maximum twenty-six (26) weeks of leave during that period.

5.1.2 Leave under the FMLA and CFRA, may run concurrently.

5.2 Pregnancy Disability Leave. An employee is entitled to a maximum of four (4) months of PDL leave per pregnancy. PDL is separate and distinct from Medical and Family Leave.

5.3 Intermittent Leave. Medical and Family Leave and PDL may be taken on an intermittent basis as authorized by the Leave Administrator, and when permitted under this policy.

5.3.1 Leave taken on an intermittent basis shall be taken in increments of at least one quarter (1/4, .25) of an hour.

5.3.2 Employees requesting intermittent leave must attempt to schedule their leave so as not to disrupt the County's operations. Intermittent leave is subject to the notification and certification requirements of this policy.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

6.0 Notification and Procedure

6.1 Employees shall notify the Leave Administrator and their supervisor of their request to take leave under this policy, at least thirty (30) days prior to the commencement of the leave, or as soon as possible if circumstances do not permit notification within the required thirty (30) day period. If an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform the Leave Administrator and his/her supervisor as soon as possible that such leave will be needed.

6.1.1 Requests for leave pursuant to this policy shall be made in writing to the Leave Administrator on a *Leave Request Notification* form. The completed form shall be submitted to the Leave Administrator with all required accompanying documentation.

(a) Upon receipt of the *Leave Request Notification* form, the Leave Administrator shall notify and consult with the employee's department head to coordinate the leave and confirm that the employee notified the employee's supervisor of the leave request.

(b) An employee's failure to use the *Leave Request Notification* form is not sufficient grounds for denial of the leave.

6.1.2 The employee shall be notified, in writing, no later than five (5) business days after receiving the employee's request, by the Leave Administrator of the approval or denial of the leave, the reason(s) for the denial, or any conditions of the approval.

6.1.3 The employee's department head shall be notified of the Leave Administrator's decision, and the notification shall include the date the leave is to begin, and the date the leave is to be terminated.

7.0 Use of Accrued Paid Leave.

7.1 Except as provided for below, employees must exhaust their applicable Accrued Paid Leave balances concurrently with their use of Medical and Family Leave, or PDL. Use of their accrued leave balances will be concurrent with, and not in lieu of, Medical and Family Leave and PDL entitlements.

7.1.1 An employee, at their option, may choose not to use accrued vacation leave concurrently with PDL.

7.1.2 An employee may not use sick leave in conjunction with CFRA leave for the birth of an employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

employee.

8.0 Certification

8.1 Employees who request leave for their own serious health condition, or to care for a child, parent, or spouse who has a serious health condition, must provide written certification from the individual's health care provider.

8.1.1 If the leave is requested to care for a child, parent, or spouse who has a serious health condition the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition;

(c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and

(d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.1.2 Upon expiration of the time estimated by the health care provider in section 8.1.1(c) above, the employee must obtain a new certification for any further leave to the extent eligible.

8.2 If the leave is requested because of the employee's own serious health condition, the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition; and

(c) A statement that, due to the serious health condition, the employee is unable to perform all the essential functions of their position.

8.2.1 If the employee is a Covered Servicemember, the written certification required by this section shall be done on the Department of Labor's (DOL) forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Office, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.3 The Leave Administrator, in his/her sole discretion, may periodically require recertification from the employee in accordance with this policy.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

8.4 The Leave Administrator may require a medical opinion of a second health care provider chosen and paid for by County. If the second opinion is different from the first, the Leave Administrator may require the opinion of a third provider jointly approved by County and the employee, but paid for by County. The opinion of the third provider will be binding. An employee may request a copy of the health care providers' opinions when there is a second or third medical opinion sought.

8.4.1 When the leave is to care for a Covered Servicemember, second and third opinions shall not be required if the first certification was completed by:

(a) A United States Department of Defense (DOD) heath care provider;

(b) A United States Department of Veterans Affairs (VA) health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

8.4.2 However, second and third opinions may be required when the first certification was completed by a health care provider that is not one of the types identified in Section 8.4.1(a)-(d) of this Policy.

8.5 If the leave is requested to care for a covered service member who is a child, spouse, parent, or next of kin of the employee, the employee must provide written certification from the covered service member's health care provider regarding the service member's serious health condition.

8.5.1 The written certification required by this section shall be done on DOL forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Department, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.5.2 In lieu of the DOL forms WH-385 or WH385-V, the employee may submit invitational travel orders or invitational travel authorizations issued to the employee to join a Covered Servicemember at their bedside.

8.6 Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the military member's active duty orders, or other documentation issued by the military, which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the Leave Administrator if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

member.

8.7 If the leave is requested in cases of adoption or foster care placement, the employee must provide written verification, such as an adoptive home study, an adoption placement agreement, or a juvenile court order.

8.8 An employee seeking to take leave pursuant to subdivision (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

8.8.1 A policy report indicating that the employee or family member of the employee was a victim.

8.8.2 A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

8.8.3 Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

8.8.4 Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

8.8.5 Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

8.8.6 To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

9.0 Benefits While on Leave

9.1 Leave under this policy is unpaid unless the employee is using his or her accrued

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

paid leave concurrently with leave under this policy. While on unpaid leave, an employee will not accrue sick, vacation, or any other leave balances and will not be entitled to holiday or other similar compensation.

9.2 While on leave provided pursuant to this Policy, and if the employee was enrolled in the County's group health insurance at the time the leave commences, the employee will continue to be covered by County's group health insurance for the duration of the leave. The employee is required however, to continue paying the employee's share of premium payments, if, any. Additionally, the County may be entitled to reimbursement of its share of premium payments, from the employee, should the employee fail to return from leave.

9.3 Any obligation the County may have to maintain health insurance coverage ceases if an employee's premium share is more than thirty (30) days late.

10.0 Return from Leave

10.1 Upon expiration of leave, the employee shall be returned to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

10.2 As a condition of return to employment for an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform the essential functions of their job, the employee must obtain, and present to the Leave Administrator, a fitness-for-duty certification from the health care provider stating the employee is able to perform the essential functions of their job, without restriction.

10.2.1 If the employee provides the County with certification that accommodations are required as a condition of the employee's return to work, the County will engage in a process with the employee to determine if the employee can be reasonably accommodated.

10.2.2 If, at the end of the leave provided for pursuant to this Policy, the employee is unable to return to work with or without restrictions, the employee will be given an opportunity to engage the Leave Administrator regarding the employee's options, if any.

11.0 Key Employees. The County may deny a Key Employee's Medical and Family Leave if:

11.1 The employee is a Key Employee as defined by this Policy;

11.2 The denial is necessary to prevent substantial and grievous economic injury to the operations of the County; and

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

11.3 The County notifies the Key Employee of the intent to deny the Key Employee's request for leave at the time the County determines the denial is necessary under subsection 11.2.

11.4 In the case the leave pursuant to this Policy already commenced, the County shall give the Key Employee a reasonable opportunity to return to work following the notice prescribed in subsection 11.3.

11.5 The County may not deny leave under the CFRA based on Key employee status.

12.0 Extension of Probationary Period. An eligible probationary employee who requests and receives leave under this Policy shall have their probationary period extended for the full period of the leave taken.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 REDLINE (10255 : Amended Personnel Rules & Policies Effective January

MANDATORY PAID SICK HOURS POLICY

I. Purpose

A. The purpose of this Policy is to comply with the Healthy Workplaces, Healthy Families Act of 2014 (Act).

B. This Policy shall be administered in accordance with applicable laws by the Human Resources Director who may issue further procedural guidelines to accomplish its purpose.

II. Applicability

A. This Policy applies to employees of the County of Colusa who are not covered by the sick leave provisions of the Colusa County Personnel Rules and/or a negotiated Memorandum of Understanding between the County of Colusa and a bargaining representative. This Policy does not apply to county employees who are members of either a represented or unrepresented bargaining unit or elected officials. This Policy does not extend to in-home supportive services employees (IHSS).

III. Definitions

A. "Family member" means any of the following:

1. A child, which for purposes of this Policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3. A spouse or a registered domestic partner.

4. A grandparent or a grandchild.

5. A sibling.

6. A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

B. "Health care provider" is a physician, surgeon or osteopath as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the California Government Code.

~~C.~~ "Paid Sick Hours" means time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by the County to an employee for the purposes described in Section V. "Reasons for Leave".

C.

D. "Qualifying Act of Violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

1. Domestic violence.

2. Sexual assault.

3. Stalking.

4. An act, conduct, or pattern of conduct that includes any of the following:

a) In which an individual causes bodily injury or death to another individual.

b) In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

c) In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

E. "Victim" means either of the following:

1. An individual against whom a qualifying act of violence is committed.

2. For the purposes of paragraph (2) of subdivision (a) of Section 12945.8 of the Government Code only, a person against whom any crime has been committed.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

IV. Eligibility

A. An employee who, on or after July 1, 2015, works for Colusa County for thirty (30) or more days within a year from the commencement of employment is entitled to Paid Sick Hours as specified in this Policy.

B. An employee shall accrue Paid Sick Hours at the rate of one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later.

C. An employee shall be entitled to use accrued Paid Sick Hours beginning on the ninetieth (90th) day of employment, after which day the employee may use Paid Sick Hours as they are accrued. Accrued Paid Sick Hours shall carry over to the following year of employment. Use of Paid Sick Hours is limited to forty (40) hours in each year of employment.

D. Total accrual of Paid Sick Hours is limited to eighty (80) hours.

E. The County will not provide compensation to an employee for accrued, unused Paid Sick Hours upon termination, resignation, retirement, or other separation from employment.

F. If an employee separates from County and is rehired by the County within one year from the date of separation, previously accrued and unused Paid Sick Hours shall be reinstated. The employee shall be entitled to use those previously accrued and unused Paid Sick Hours and to accrue additional Paid Sick Hours upon rehiring.

G. The County shall provide each eligible employee with written notice that sets forth the amount of Paid Sick Hours available, on the employee's itemized wage statement check receipt.

H. Paid Sick Hours under this Policy must be used in minimum allotment of two (2) hours per incident.

I. The rate of pay shall be the employee's hourly wage when Paid Sick Hours are used.

J. If the need for Paid Sick Hours is foreseeable, the employee shall provide reasonable advance notification to the appointing authority or direct supervisor. If the need for Paid Sick Hours is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

K. The County shall provide payment for sick hours taken by an employee no later than the payday for which worked hours occurring during the same time frame would be paid.

V. Reasons for Leave

A. Upon the request of an employee, the County shall provide Paid Sick Hours on days the employee is scheduled to work, for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

2. For an employee who is a victim, or who has a family member who is a victim ~~of domestic violence, sexual assault, or stalking~~, the following purposes ~~described~~ outlined in the subdivision (a~~c~~) and (b) of Section 12945.8 of the Government Code apply ~~230 and subdivision (a) of Section 230.1 of the Labor Code~~. As a condition of taking time off, the employee shall give the County reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible.

a) Subdivision (a) of Section 12945.8 of the Government Code

i. To serve as required by law on an inquest jury or trial jury, if the employee, prior to taking the time off, gives reasonable notice to the employer that the employee is required to serve.

ii. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

iii. To obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

b) Subdivision (b) of Section 12945.8 of the Government Code

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

i. To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

~~i.~~ii. To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

~~ii.~~ To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

iii.

iv. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

v. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

vi. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

vii. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

viii. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

ix. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

x. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

VI. Limits on Total Leave Time Taken for Victims

A. If the employee is the victim, total leave time taken pursuant to subdivision (b) of Section 12945.8 of the Government Code is limited to 12 weeks. Leave taken by an employee shall run concurrently with leave taken pursuant FMLA and CFRA, if the employee would have been eligible for that leave, and does not grant an employee with a right to leave that exceeds that provided under FMLA.

B. If an employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave pursuant to subdivision (b) to assist a family member relocate or engage in the process of securing a new residence due to the qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, leave may be ***limited to five days***.

C. If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the County may limit the total leave taken pursuant to subdivision (b) to ***10 days***.

VII. Certification of Victim Status

A. An employee seeking to take leave pursuant to subdivision (a) or (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

1. A policy report indicating that the employee or family member of the employee was a victim.

2. A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

3. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

4. Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

5. Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

B. **Confidentiality**: To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 REDLINE (10255 : Amended Personnel Rules & Policies Effective

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

RULE 1.00 – PERSONNEL RULES

1.100.1 DEFINITIONS

(A) Allocation: The formal action by the Director of Human Resources assigning a position to a job classification based on the nature of its duties, functions, and minimum qualifications to a job classification.

(B) Anniversary Date: The annual date to mark a service year of employment. The start date of employment begins the anniversary period.

(C) Applicant: A person who has filed an application for a position in accordance with the Personnel Rules.

(D) Application Form: The official form designated by the Director of Human Resources for employment application purposes.

(E) Appointing Authority: An elected or appointed department head responsible for the operation and functioning of an identified department in the County of Colusa and is the final approver within the department for hiring decisions. An appointing authority may delegate hiring authority to a hiring manager

(F) Board: The duly elected Board of Supervisors.

(G) Candidate: A person whose application for examination has been accepted as meeting the stated minimum qualifications for the classification and the general requirements for County employment.

(H) Class Specification: A written description identifying factors and conditions characteristic of a class; minimum qualifications for performing work in the class; and examples of common duties, responsibilities, and tasks associated with positions in the class. Class specifications set forth Essential Functions as defined by the Americans with Disabilities Act or other applicable laws.

(I) Continuous Service: All periods of uninterrupted employment in the classified service.

(J) County: County of Colusa government.

(K) County Administrative Officer: The Chief Administrative Officer for the County of Colusa or their designee.

(L) Department: An administrative branch of the County organization headed by an elective or appointed official that delivers County services/programs either internally, externally or both.

(M) Director of Human Resources: The appointing authority over the Human Resources Department or their designee.

(N) Eligible Employee: Any person whose name appears on an employment list for a classification within the classified County service.

(O) Employee: A person holding a position of employment with the County of Colusa.

(P) Entry Level Class: A classification in which an individual so employed is being trained and gaining experience to perform at the experienced level in the class series.

(Q) Essential Functions: Those job duties and responsibilities that are determined by department management to be an integral part of a position.

(R) Examination: A test or group of tests administered to determine employment eligibility.

(S) Experienced Level Class: A classification for which the minimum qualifications require either appropriate specialized education or experience. The experience may be from employment in an entry level class in the same class series or from other equivalent employment either inside or outside the Colusa County service.

(T) Flexible Work Schedule: Any alternative employee schedule, mutually agreed upon and approved, that differs from normal business hours from the assigned department.

(U) Hiring Manager: An appointed or elected department head or their designee that has the authority to authorize a recruitment, selection, recommendation for hire, and/or authorize hiring of candidates. The hiring manager differs from the appointing authority when the latter delegates the authority for hiring decision to a subordinate manager.

(V) Leave: Authorization to be absent from duty which gives an employee the right to return to his/her position at the expiration of the period.

(W) Limited term employee: An employee hired to perform in a special or mandated program which funds its positions and on which the position depends; if the funding terminates the position terminates, which shall not be considered a "layoff" as that term is used in accordance with County Layoff Policy 303.

(X) Marginal Functions: Those job duties and responsibilities that may be assigned to a position but which are ancillary to the position and their removal would not change the nature of the position.

(Y) Merit Date: The date wherein an employee is eligible to receive a merit increase for job performance. This may be the same as the employee anniversary date, however, the two (2) dates may differ due to extended leaves or position changes requiring a new probationary period.

(Z) Outside Employment: Any paid work outside of County Employment, including part-time, contracted, self-employed, virtual, or telework.

(AA) Overfill of a position: A vacant position may be overfilled when personnel salary savings or sufficient budget exist to fund the position at a higher classification and salary. This is typically

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

used for flexibly-staffed positions, but other situations may warrant overfilling a position, such as operational changes.

(BB) Part-Time Employee: An employee working less than 37.5 hours per week. Any employee funded by two or more departments, and whose work is divided between these individual departments on a part-time basis, shall be designated a full-time employee if he/she works a total of 37.5 or more hours per week.

(CC) Permanent Employee: An employee who has passed the probationary period.

(DD) Permanent Status: Status of an employee in the classified service who has completed a probationary period.

(EE) Position: A group of current duties (essential and marginal) and responsibilities requiring full-time or part-time employment.

(FF) Position Description: A written description of a classification prepared by the Human Resources Department that identifies the essential functions of the position and qualifications required to perform the job...

(GG) Probationary Status: Status of an employee who has been appointed to a permanent position, but who has not completed the probationary period and has not attained permanent status.

(HH) Probationer: A legally appointed employee who has not yet attained permanent status.

(II) Promotion: An advancement of an employee to a class allocated to a higher salary range. Promotions may be departmental internal or County-wide internal. Departmental internal promotions are used when a promotional opportunity for a department-specific job classification is being offered or when a department-specific classification for a specific time may be a requirement for the promotional opportunity. County-wide internal promotions are used for classifications that exist within multiple departments when a sufficient pool of qualified individuals exist within the county and the hiring manager desires to hire within the County. Flexibly staffed position promotions are known as flexibly staffed advancements and do not go through a promotion process, nor do they trigger a new probationary period.

(JJ) Provisional Appointment: An appointment made to a permanent classified position under narrowly defined circumstances under which the individual does not attain permanent status.

(KK) Qualifying Act of Violence: Means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

(1) Domestic violence.

(2) Sexual assault.

(3) Stalking.

(4) An act, conduct, or pattern of conduct that includes any of the following:

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

a. In which an individual causes bodily injury or death to another individual.

b. In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

c. In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

(LL) Retired Annuitant: An employee retired from CalPERS or another California public retirement system.

(MM) Series: Two (2) or more classes with similar and related duties, and differing as to responsibilities and difficulties, arranged in a sequence of steps in a normal pattern of promotion.

(NN) Trainee Class: A classification whose positions are filled by examination but whose minimum qualifications require no prior work experience and in which an individual so employed is being trained or gaining experience to perform at the experienced level in the class series.

(OO) Transfer: Assignment of an employee to another position:

(5) In the same class, in another department,

(6) In a different class which has the same salary range, in the same or another department, or

(7) In a different class which has a different salary range, in the same or another department when, in the judgment of the Director of Human Resources, both classes are equivalent with respect to duties and responsibilities.

(PP) Unclassified Service: Includes all positions exempted from the classified service.

(QQ) Under-fill of a position: A position may be filled at a position within the same job family (example: Accounting Technician I under-filling an Accounting Technician II) wherein on the job training may be the most cost-effective way to fill a position and promote internal advancement opportunities. This is typically used for flexibly-staffed positions.

(RR) Victim: Means either of the following.

(1) An individual against whom a qualifying act of violence is committed.

(2) For the purposes of paragraph (2) of subdivision (a) of Section 12945.7 of the Government Code only, a person against whom any crime has been committed.

(SS) Voluntary Demotion: Voluntary reduction of an employee in a position in the classified service to another position in a class having a lower salary range.

(TT) Volunteer: A volunteer is an individual/intern who performs services without compensation or benefits.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

(UU) Working Days: Days that the general public offices of the County are open for official business.

PERSONNEL RULE 1.108 – LEAVES

1.108.2 Paid Leaves

b) Sick Leave: Sick Leave is governed by provisions contained in these Personnel Rules and shall be administered as specified herein:

1) Employees will accrue twelve (12) days of sick leave in each calendar year or one day for each calendar month of service;

2) Sick leave accrual shall commence on the date of hire and shall be unlimited;

3) Part-time employees are eligible to receive sick leave prorated to a full-time work week based on their hours worked;

4) For purposes of computing sick leave, each employee shall be considered to work no more than five (5) days each week;

5) Sick leave is to be used only for illness or such other purposes as allowed by law or code;

6) The county sick leave "cash out" will be in accordance with the following:

a. Each County employee with at least one year of service will be compensated at the time of resignation, retirement, termination or layoff for any accrued and unused sick leave they had as of December 31, 2008, if any, subject to the formula (converted to days) which follows:

b. Ten-percent (10%) of the hourly rate value of sick leave for the first fifty-nine (59) days;

c. Twenty-five percent (25%) of the hourly rate value of sick leave for the next sixty (60) through eighty-nine (89) days; and

d. Fifty-percent (50%) of the hourly rate value of sick leave for any accrual over eighty-nine (89) days.

e. The value of the employee's accumulated sick leave will be paid in one (1) lump sum within thirty-one (31) days of termination of the employment relationship.

1. For employees hired prior to December 31, 2008, sick leave usage taken from January 1, 2009 forward will first come from accrued sick leave after this date and then to the accrued sick leave bank before. An employee entitled to temporary

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

disability indemnity under the Labor Code may elect to use their accumulated leave in conjunction with their disability indemnity in order to receive their full salary or wage while on disability leave until both are exhausted.

2. If an employee is absent from work for more than three (3) consecutive work days due to illness or injury, and such absence is ordinarily chargeable to sick leave, even though some other form of leave is being used to cover the absence, the employee will be required to furnish a doctor's statement upon return to work.

3. Any employee claiming sick leave who makes a false claim, refuses to be examined by a doctor selected by the County (if requested), fails to cooperate in any investigation by the County of their claim for sick leave, or makes a false statement shall not be entitled to any leave with pay for the time in dispute and shall be subject to disciplinary action, up to and including dismissal.

4. Sick leave days can be used in the case of a death in the immediate family of an employee or spouse provided the employee is prepared to provide proof of death for leaves longer than five (5) days, and has accumulated sufficient sick leave.

5. Sick leave days can be used in the case of illness involving the employee's immediate family, provided the employee has accumulated sufficient sick leave and provides medical documentation, if requested by the appointing authority.

7) For purposes of this discussion, immediate family members refer to:

a) A child, regardless of age or dependency status, including a biological child, adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis

b) Parent, including a biological parent, adoptive parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, a grandparent, a grandchild, or a sibling.

c) A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

8) Sick leave may be used for:

a) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

b) An employee who is a victim, or who has a family member who is a victim, the following purposes outlined in the subdivision (a) and (b) of Section 12945.8 of the Government Code apply. As a condition of taking time off, the employee shall give the County reasonable advance notice or the employee's intention to take time off, unless advanced notice is not feasible.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

c) Subdivision (a) of Section 12945.8 of the Government Code:

1. To serve as required by law on an inquest jury or trial jury, if the employee, prior to taking the time off, gives reasonable notice to the County that the employee is required to serve.

2. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

3. To obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

d) Subdivision (b) of Section 12945.8 of the Government Code:

1. To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

2. To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

3. To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

4. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

4. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

5. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

6. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

7. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

8. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

9. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

e) Limits on Total Leave Time Taken for Victims

1. If the employee is the victim, total leave time taken pursuant to subdivision (b) of Section 12945.8 of the Government Code is limited to 12 weeks. Leave taken by an employee shall run concurrently with leave taken pursuant FMLA and CFRA, if the employee would have been eligible for that leave, and does not grant an employee with a right to leave that exceeds that provided under FMLA.

2. If an employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave pursuant to subdivision (b) to assist a family member relocate or engage in the process of securing a new residence due to the qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, ***leave may be limited to five days***.

3. If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the County may limit the total leave taken pursuant to subdivision (b) to ***10 days***.

f) Certification of Victims Status

1. An employee seeking to take leave pursuant to subdivision (a) or (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

   a. A policy report indicating that the employee or family member of the employee was a victim.

   b. A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

   c. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

d. Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

e. Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

2. To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

   When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

Attachment: Personnel Rules Sick Leave Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1, 2025)

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

1.0 Purpose

1.1 The purpose of this Medical and Family Leave Policy is to describe leaves potentially available to County employees under the Family Medical Leave Act, the California Family Rights Act, and California's Pregnancy Disability Leave Law. Additionally, this policy describes eligibility requirements, the administrative procedures for requesting leave, and the County's management of employee medical and family related leave.

1.2 This policy shall be administered in accordance with state and federal laws by the Human Resources Director ("Leave Administrator"), who may issue further procedural guidelines to accomplish its purpose.

1.3 This policy may be modified by the Board of Supervisors and shall replace any previous version of the policy.

2.0 Definitions

2.1 **Medical and Family Leave** means leave under the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993, except as otherwise noted and not including Pregnancy Disability Leave.

2.2 **Rolling 12-Month Period** means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2.3 **Accrued Paid Leave** means an employee's accrued vacation, compensatory (comp) time, and sick leave.

2.4 **CFRA** means the California Family Rights Act of 1993 as amended; California Government Code section 12945.2.

2.5 **County** means the County of Colusa.

2.6 **Covered Active Duty** means:

2.6.1 In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2.6.2 In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

2.7 **Covered Servicemember** means:

2.7.1 A member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Health Condition (as defined in Section 2.14.1); or

2.7.2 A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Health Condition (as defined in Section 2.14.2) and who was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2.8 **Designated Person** means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

2.9 **FMLA** means the Family Medical Leave Act of 1993; United States Code section 2612.

2.10 **Health Care Provider** means a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the State in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.

2.11 **Key Employee** means a salaried employee who is among the highest paid ten (10) percent of the employer's employees.

2.12 **Next of Kin** means an individual's nearest blood relative.

2.13 **Pregnancy Disability Leave (PDL)** means leave provided to an employee who is disabled by pregnancy, childbirth, or a related medical condition.

2.14 **Qualifying Exigency** means an event as defined and declared by the United States Secretary of Labor, and applies only to members of the Armed Forces.

2.15 **Qualifying Act of Violence** means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

2.15.1. Domestic violence.

2.15.2 Sexual assault.

2.15.3. Stalking.

2.15.4. An act, conduct, or pattern of conduct that includes any of the following:

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

a) In which an individual causes bodily injury or death to another individual.

b) In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

c) In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

2.15 **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility, or continuing treatment from a health care provider, or an illness, injury, impairment, or physical or mental condition that prohibits the employee from returning to work as ordered by a health care provider.

2.15.1 In the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2.15.2 In the case of a veteran who was a member of the Armed Forces, and a covered servicemember, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

2.15.3 **Inpatient Care** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a heath care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2.16 **Spouse** means the employee's husband, wife, or registered domestic partner.

2.17 **Veteran** means a person who served in the active military and who was discharged or released therefrom under conditions other than dishonorable.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

2.18 **Victim** means either of the following:

2.18.1 An individual against whom a qualifying act of violence is committed.

2.18.2 For the purposes of paragraph (2) of subdivision (a) of Section 12945.8 of the Government Code only, a person against whom any crime has been committed.

3.0 Eligibility for Leave

3.1 An employee is eligible for Medical and Family Leave if they were employed by the County for at least twelve (12) months immediately preceding the commencement of leave, and actually worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period. Under the CFRA an employee is eligible for leave based on the same criteria.

3.2 An employee is eligible for PDL upon employment with the County.

4.0 Reasons for Leave

4.1 Eligible Employees may be permitted to take Medical and Family Leave for the following reasons:

4.1.1 Following the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;

(a) When both parents, who are entitled to leave in connection with the birth, adoption, or foster care of a child under this policy, are both employed with the County, the employees are not cumulatively entitled to more than a combined 12 weeks of FMLA leave; however both employees are entitled to 12 weeks of CFRA leave for a combined 24 weeks of CFRA leave.

4.1.2 To care for a parent, spouse, or child (including an adult child under CFRA) of the employee who has a serious health condition; or in the case of the CFRA, in addition to the foregoing, a grandparent, grandchild, siblings, and a designated person. Potentially, a parent-in-law is a qualifying relationship. Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of FMLA leave in a 12-month rolling period to care for a parent with a serious health condition.

(a) A designated person shall be identified by the employee at the time the employee requests the leave.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

(b) An employee is limited to one designated person per 12-month rolling period for family care and medical leave.

4.1.3 For an employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position;

4.1.4 Because of any qualifying exigency as defined in Section 2.13 out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty or call to active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces;

4.1.5 To care for a spouse, son, daughter, parent, or next of kin who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty, or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

4.1.6 An employee who is a victim, or who has a family member who is a victim, the following purposes outlined in subdivision (b) of Section 12945.8 of the Government Code apply.

a) To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

b) To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

c) To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

d) To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

e) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

f) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

g) To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

h) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

i) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

j) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

4.2 Eligible employees may be permitted to take PDL if they are disabled by pregnancy, childbirth, or a related medical condition.

5.0 Amount of Leave

5.1 Medical and Family Leave. Eligible employees are entitled to a maximum twelve (12) workweeks of FMLA and CFRA leave during a twelve (12) month period.

5.1.1 In the case where an employee is caring for a family member, or next of kin service member, who suffers from a serious health condition while on active duty, the employee may take up to a maximum twenty-six (26) weeks of leave during that period.

5.1.2 Leave under the FMLA and CFRA, may run concurrently.

5.2 Pregnancy Disability Leave. An employee is entitled to a maximum of four (4) months of PDL leave per pregnancy. PDL is separate and distinct from Medical and Family Leave.

5.3 Intermittent Leave. Medical and Family Leave and PDL may be taken on an intermittent basis as authorized by the Leave Administrator, and when permitted under this policy.

5.3.1 Leave taken on an intermittent basis shall be taken in increments of at least one quarter (1/4, .25) of an hour.

5.3.2 Employees requesting intermittent leave must attempt to schedule their leave so as not to disrupt the County's operations. Intermittent leave is subject to the notification and certification requirements of this policy.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

6.0 Notification and Procedure

6.1 Employees shall notify the Leave Administrator and their supervisor of their request to take leave under this policy, at least thirty (30) days prior to the commencement of the leave, or as soon as possible if circumstances do not permit notification within the required thirty (30) day period. If an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform the Leave Administrator and his/her supervisor as soon as possible that such leave will be needed.

6.1.1 Requests for leave pursuant to this policy shall be made in writing to the Leave Administrator on a *Leave Request Notification* form. The completed form shall be submitted to the Leave Administrator with all required accompanying documentation.

(a) Upon receipt of the *Leave Request Notification* form, the Leave Administrator shall notify and consult with the employee's department head to coordinate the leave and confirm that the employee notified the employee's supervisor of the leave request.

(b) An employee's failure to use the *Leave Request Notification* form is not sufficient grounds for denial of the leave.

6.1.2 The employee shall be notified, in writing, no later than five (5) business days after receiving the employee's request, by the Leave Administrator of the approval or denial of the leave, the reason(s) for the denial, or any conditions of the approval.

6.1.3 The employee's department head shall be notified of the Leave Administrator's decision, and the notification shall include the date the leave is to begin, and the date the leave is to be terminated.

7.0 Use of Accrued Paid Leave.

7.1 Except as provided for below, employees must exhaust their applicable Accrued Paid Leave balances concurrently with their use of Medical and Family Leave, or PDL. Use of their accrued leave balances will be concurrent with, and not in lieu of, Medical and Family Leave and PDL entitlements.

7.1.1 An employee, at their option, may choose not to use accrued vacation leave concurrently with PDL.

7.1.2 An employee may not use sick leave in conjunction with CFRA leave for the birth of an employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

employee.

8.0 Certification

8.1 Employees who request leave for their own serious health condition, or to care for a child, parent, or spouse who has a serious health condition, must provide written certification from the individual's health care provider.

8.1.1 If the leave is requested to care for a child, parent, or spouse who has a serious health condition the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition;

(c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and

(d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.1.2 Upon expiration of the time estimated by the health care provider in section 8.1.1(c) above, the employee must obtain a new certification for any further leave to the extent eligible.

8.2 If the leave is requested because of the employee's own serious health condition, the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition; and

(c) A statement that, due to the serious health condition, the employee is unable to perform all the essential functions of their position.

8.2.1 If the employee is a Covered Servicemember, the written certification required by this section shall be done on the Department of Labor's (DOL) forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Office, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.3 The Leave Administrator, in his/her sole discretion, may periodically require recertification from the employee in accordance with this policy.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

8.4 The Leave Administrator may require a medical opinion of a second health care provider chosen and paid for by County. If the second opinion is different from the first, the Leave Administrator may require the opinion of a third provider jointly approved by County and the employee, but paid for by County. The opinion of the third provider will be binding. An employee may request a copy of the health care providers' opinions when there is a second or third medical opinion sought.

8.4.1 When the leave is to care for a Covered Servicemember, second and third opinions shall not be required if the first certification was completed by:

(a) A United States Department of Defense (DOD) heath care provider;

(b) A United States Department of Veterans Affairs (VA) health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

8.4.2 However, second and third opinions may be required when the first certification was completed by a health care provider that is not one of the types identified in Section 8.4.1(a)-(d) of this Policy.

8.5 If the leave is requested to care for a covered service member who is a child, spouse, parent, or next of kin of the employee, the employee must provide written certification from the covered service member's health care provider regarding the service member's serious health condition.

8.5.1 The written certification required by this section shall be done on DOL forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Department, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.5.2 In lieu of the DOL forms WH-385 or WH385-V, the employee may submit invitational travel orders or invitational travel authorizations issued to the employee to join a Covered Servicemember at their bedside.

8.6 Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the military member's active duty orders, or other documentation issued by the military, which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the Leave Administrator if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

member.

8.7 If the leave is requested in cases of adoption or foster care placement, the employee must provide written verification, such as an adoptive home study, an adoption placement agreement, or a juvenile court order.

8.8 An employee seeking to take leave pursuant to subdivision (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

8.8.1 A policy report indicating that the employee or family member of the employee was a victim.

8.8.2 A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

8.8.3 Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

8.8.4 Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

8.8.5 Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

8.8.6 To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

9.0 Benefits While on Leave

9.1 Leave under this policy is unpaid unless the employee is using his or her accrued

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

paid leave concurrently with leave under this policy. While on unpaid leave, an employee will not accrue sick, vacation, or any other leave balances and will not be entitled to holiday or other similar compensation.

9.2 While on leave provided pursuant to this Policy, and if the employee was enrolled in the County's group health insurance at the time the leave commences, the employee will continue to be covered by County's group health insurance for the duration of the leave. The employee is required however, to continue paying the employee's share of premium payments, if, any. Additionally, the County may be entitled to reimbursement of its share of premium payments, from the employee, should the employee fail to return from leave.

9.3 Any obligation the County may have to maintain health insurance coverage ceases if an employee's premium share is more than thirty (30) days late.

10.0 Return from Leave

10.1 Upon expiration of leave, the employee shall be returned to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

10.2 As a condition of return to employment for an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform the essential functions of their job, the employee must obtain, and present to the Leave Administrator, a fitness-for-duty certification from the health care provider stating the employee is able to perform the essential functions of their job, without restriction.

10.2.1 If the employee provides the County with certification that accommodations are required as a condition of the employee's return to work, the County will engage in a process with the employee to determine if the employee can be reasonably accommodated.

10.2.2 If, at the end of the leave provided for pursuant to this Policy, the employee is unable to return to work with or without restrictions, the employee will be given an opportunity to engage the Leave Administrator regarding the employee's options, if any.

11.0 Key Employees. The County may deny a Key Employee's Medical and Family Leave if:

11.1 The employee is a Key Employee as defined by this Policy;

11.2 The denial is necessary to prevent substantial and grievous economic injury to the operations of the County; and

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

11.3 The County notifies the Key Employee of the intent to deny the Key Employee's request for leave at the time the County determines the denial is necessary under subsection 11.2.

11.4 In the case the leave pursuant to this Policy already commenced, the County shall give the Key Employee a reasonable opportunity to return to work following the notice prescribed in subsection 11.3.

11.5 The County may not deny leave under the CFRA based on Key employee status.

12.0 Extension of Probationary Period. An eligible probationary employee who requests and receives leave under this Policy shall have their probationary period extended for the full period of the leave taken.

Attachment: Policy 308 - Medical & Family Leave Policy Rev. 01.01.25 FINAL (10255 : Amended Personnel Rules & Policies Effective January 1,

MANDATORY PAID SICK HOURS POLICY

I. Purpose

A. The purpose of this Policy is to comply with the Healthy Workplaces, Healthy Families Act of 2014 (Act).

B. This Policy shall be administered in accordance with applicable laws by the Human Resources Director who may issue further procedural guidelines to accomplish its purpose.

II. Applicability

A. This Policy applies to employees of the County of Colusa who are not covered by the sick leave provisions of the Colusa County Personnel Rules and/or a negotiated Memorandum of Understanding between the County of Colusa and a bargaining representative. This Policy does not apply to county employees who are members of either a represented or unrepresented bargaining unit or elected officials. This Policy does not extend to in-home supportive services employees (IHSS).

III. Definitions

A. "Family member" means any of the following:

1. A child, which for purposes of this Policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3. A spouse or a registered domestic partner.

4. A grandparent or a grandchild.

5. A sibling.

6. A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

B. "Health care provider" is a physician, surgeon or osteopath as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the California Government Code.

C. "Paid Sick Hours" means time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by the County to an employee for the purposes described in Section V. "Reasons for Leave".

D. "Qualifying Act of Violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

1. Domestic violence.

2. Sexual assault.

3. Stalking.

4. An act, conduct, or pattern of conduct that includes any of the following:

   a) In which an individual causes bodily injury or death to another individual.

   b) In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.

   c) In which an individual uses, or makes reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

E. "Victim" means either of the following:

1. An individual against whom a qualifying act of violence is committed.

2. For the purposes of paragraph (2) of subdivision (a) of Section 12945.8 of the Government Code only, a person against whom any crime has been committed.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

IV. Eligibility

A. An employee who, on or after July 1, 2015, works for Colusa County for thirty (30) or more days within a year from the commencement of employment is entitled to Paid Sick Hours as specified in this Policy.

B. An employee shall accrue Paid Sick Hours at the rate of one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later.

C. An employee shall be entitled to use accrued Paid Sick Hours beginning on the ninetieth (90^{th}) day of employment, after which day the employee may use Paid Sick Hours as they are accrued. Accrued Paid Sick Hours shall carry over to the following year of employment. Use of Paid Sick Hours is limited to forty (40) hours in each year of employment.

D. Total accrual of Paid Sick Hours is limited to eighty (80) hours.

E. The County will not provide compensation to an employee for accrued, unused Paid Sick Hours upon termination, resignation, retirement, or other separation from employment.

F. If an employee separates from County and is rehired by the County within one year from the date of separation, previously accrued and unused Paid Sick Hours shall be reinstated. The employee shall be entitled to use those previously accrued and unused Paid Sick Hours and to accrue additional Paid Sick Hours upon rehiring.

G. The County shall provide each eligible employee with written notice that sets forth the amount of Paid Sick Hours available, on the employee's itemized wage statement check receipt.

H. Paid Sick Hours under this Policy must be used in minimum allotment of two (2) hours per incident.

I. The rate of pay shall be the employee's hourly wage when Paid Sick Hours are used.

J. If the need for Paid Sick Hours is foreseeable, the employee shall provide reasonable advance notification to the appointing authority or direct supervisor. If the need for Paid Sick Hours is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

K. The County shall provide payment for sick hours taken by an employee no later than the payday for which worked hours occurring during the same time frame would be paid.

V. Reasons for Leave

A. Upon the request of an employee, the County shall provide Paid Sick Hours on days the employee is scheduled to work, for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

2. For an employee who is a victim, or who has a family member who is a victim, the following purposes outlined in the subdivision (a) and (b) of Section 12945.8 of the Government Code apply. As a condition of taking time off, the employee shall give the County reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible.

a) Subdivision (a) of Section 12945.8 of the Government Code

i. To serve as required by law on an inquest jury or trial jury, if the employee, prior to taking the time off, gives reasonable notice to the employer that the employee is required to serve.

ii. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

iii. To obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

b) Subdivision (b) of Section 12945.8 of the Government Code

i. To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.

ii. To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.

iii. To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.

iv. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.

v. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.

vi. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

vii. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.

viii. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.

ix. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

x. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety or the child or dependent adult as a result of the qualifying act of violence.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

VI. Limits on Total Leave Time Taken for Victims

A. If the employee is the victim, total leave time taken pursuant to subdivision (b) of Section 12945.8 of the Government Code is limited to 12 weeks. Leave taken by an employee shall run concurrently with leave taken pursuant FMLA and CFRA, if the employee would have been eligible for that leave, and does not grant an employee with a right to leave that exceeds that provided under FMLA.

B. If an employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave pursuant to subdivision (b) to assist a family member relocate or engage in the process of securing a new residence due to the qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, leave may be ***limited to five days***.

C. If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the County may limit the total leave taken pursuant to subdivision (b) to ***10 days***.

VII. Certification of Victim Status

A. An employee seeking to take leave pursuant to subdivision (a) or (b) of Section 12945.8 of the Government Code may be asked to provide certification demonstrating the employee's status, or the employee's family member's status, as a victim. Acceptable certification includes:

1. A policy report indicating that the employee or family member of the employee was a victim.

2. A court order protecting or separating the employee or family member from the perpetrator of the qualifying act of violence, or otherwise evidence from a court or prosecuting attorney that the employee or family member appeared in court.

3. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

4. Other reasonable documentation, such as a signed statement by the employee or a representative, verifying the qualifying act of violence.

5. Recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence may be requested, every six months after the date of the previous certification.

B. **Confidentiality**: To the extent permitted by law, the County shall maintain the confidentiality of any employee requesting leave.

When an employee requests an accommodation, any verbal or written statement or documentation identifying an employee or the employee's family member as a victim must remain confidential. Such information shall only be disclosed as required by federal or state law or when necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

Attachment: Policy 308.1 Mandatory Paid Sick Hours Poliy Rev. 010125 FINAL (10255 : Amended Personnel Rules & Policies Effective January

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Human Resources**
FROM:	**Dar Rhodes**
SUBJECT:	**Approve Updated Job Description and Salary Range Adjustment from MSC10 ($2,710 - $4,450) to MSC12 ($2,848 - $4,676) for the Classification of Peer Support Specialist, effective February 1, 2025**

Approve the updated job description and salary range adjustment from MSC10 ($2,710 - $4,450) to MSC12 ($2,848 - $4,676) for the classification of Peer Support Specialist, effective January 1, 2025.

Detailed Description/Background of request

As a result of recent staff departures and implementation of California Advancing and Improving Medi-Cal (CalAIM) initiatives, the Colusa County Department of Behavioral Health, in consultation with the Human Resources Department, proposes to update the existing job description for the Peer Support Specialist classification before initiating recruitment efforts. The proposed changes reflect expanded fieldwork duties and new requirements for certification, aligning the position with current operational needs and California Advancing and Improving Medi-Cal (CalAIM) initiatives.

Key Changes to the Job Description include:

Expanded Fieldwork Duties: The Department of Health Care Services has implemented California Advancing and Improving Medi-Cal (CalAIM) initiatives. One of these initiatives is the inclusion of Peer Support Services. Peer Support Specialists are now eligible to bill Medi-Cal for their services. Colusa County Behavioral Health currently has positions of Peer Support Specialists that are housed at our community drop-in centers, Bright Vista Youth Center and Safe Haven Wellness and Recovery Center. However with the expansion of CalAIM, peer support services are not confined to a drop-in center but can be delivered as part of Behavioral Health's clinical treatment team in the office or even in response to a mobile crisis in the field (schools, community, and clients' homes).

While the core services provided by Peer Support Specialists remain unchanged, the population they can assist will expand. These specialists will now support not only drop-in center members but also formal behavioral health clients. Through their lived

experiences, Peer Support Specialists offer valuable guidance and support.

Peer Support Specialist Certification: The job description will require incumbents to obtain a Peer Support Specialist Certification within one year of employment. This certification is required for Medi-Cal billing and enhances the quality of services provided. The remaining single incumbent already holds this certification.

Supervision Received: As a result of adding the Peer Support Specialist Supervisor position, the "Supervision Received" needs to be updated as well to reflect the new supervisory structure.

Salary Adjustment: A salary study was conducted, and six out of our nine comparable counties have this classification. The study shows that we are currently 6.33% below the median. To remain competitive and recruit and retain qualified staff, the Department proposes a salary adjustment of two salary ranges, or approximately 5%, from MSC10 ($2,710 - $4,450) to MSC12 ($2,848 - $4,676). The increased cost would easily be absorbed through Medi-Cal billing, which was not an option previously.

Attached is the final and red-line versions of the job description.

The Colusa County Employees' Association (CCEA) was given an opportunity to review and comment on the proposed changes and has concurred with the changes.

Prior Board Action
None.

Fiscal Impact/Funding Source
The salary-only cost for the remaining incumbent is $176 per month and totals $1,056 per month for the remainder of the FY24-25. The increased cost would easily be absorbed through Medi-Cal billing as the incumbent currently holds the required certificate.

However, the fiscal impact is currently unknown, as it will depend on the step at which the incoming incumbents are hired and whether they are certificate holders. In the meantime, there will be salary savings until the positions are filled, which will help offset the required accrual payout for the incumbent who retired on December 30, 2024.

Additionally, the department plans to manage the increased cost using salary savings from several other positions still vacant.

Action for the Clerk
None.

ATTACHMENTS:

- Peer Support Specialist 01.01.25 REDLINE (PDF)
- Peer Support Specialist 01.01.25 FINAL (PDF)

COUNTY OF COLUSA

Established: 5/03/11
Revised: 9/10/19; 12/14/21, 1/01/25
Salary Range: MSC120
FLSA: Non-Exempt

PEER SUPPORT SPECIALIST

DEFINITION:

Works with Colusa County community members and Medi-Cal behavioral health clients who engage in treatment, supportive groups, and program activities and community outreach services for Colusa County Medi-Cal beneficiariesResidents.to support these individuals in making progress towards their goals.

DISTINGUISHING CHARACTERISTICS:

This is a Mental Health Services Act (MHSA) Plan approved position.

SUPERVISION RECEIVED:

Receives general supervisiongeneral direction from the MHSA Coordinator/Grant WriterPeer Support Supervisor and receives direct supervision by the Clinical Program Manager.

EXAMPLES OF DUTIES:

This information listed below is meant to serve as samples of job duties and responsibilities for positions in this classification. This list is neither inclusive nor exclusive but indicative of several types of duties performed. This information reflects the Essential Functions for any given position in this classification.

May work with clients and community members (referred to as "peers" or "members" or "consumers") on a daily basis to assist with skill building, linkage to resources, and to provide behavioral health Medi-Cal peer support interventions. Facilitate prevention and early intervention activities, wellness and recovery activities, and engage in appropriate social interactions with clients, peers, and the public.

Conduct one-on-one sessions with consumers, and/or families, and drop-in center members to provide support from a peer perspective with helpful examples of one's lived experience.

Assist consumers and drop-in center members in tracking and implementing recovery and wellness goals; offer support, encouragement and hope; model effective coping and self-help strategies.

Enforce drop-in center programmatic rules to ensure safety of staff and members and alignment with the drop-in center's mission statement.

Attachment: Peer Support Specialist 01.01.25 REDLINE (10248 : Revised Job Description & Salary Range for Peer Support Specialist)

Participate as a member of a behavioral health treatment or crisis response team.

Recommends and assists in the implementation of goals and objectives regarding client services. ~~through the MHSA funding.~~

~~May W~~works ~~with clients and community members (referred to as "peers" or "members") on a daily basis to assist with skill building, linkage to resources, and to provide coordinating client involvement in behavioral health Medi-Cal peer support interventions. treatment, Facilitate prevention and early intervention activities, wellness and recovery activities, and engage in appropriate social interactions skills with clients, peers, and the public.~~

Establishes and assists in activities for clients/peers/members, makes recommendations for process improvements and implements modifications for program operations and activities.

Participates in Quality Improvement Committee (QIC) and Cultural Competency Committee.

May ~~A~~assists~~s~~ in stakeholder meetings as required by ~~the~~ MHSA; assists~~s~~ consumers of ~~the~~ Bright Vista Youth Center and/or Safe Haven Wellness and Recovery Center and their family members with their concerns, needs, and expectations.

Makes referrals to Behavioral Health for Mental Health and/or Substance Use Disorder services on behalf of the peer/member.

Performs other duties as required.

EMPLOYMENT STANDARDS:

Knowledge of:

Operating policies and procedures of the Department of Behavioral Health, Safe Haven Wellness and Recovery Center, and Bright Vista Youth Center.

Skills in:

Establishing supportive, trusting relationship with clients/participants/families.

Interacting with people of different social, economic, and ethnic backgrounds.

Modern office procedures, methods and computer equipment.

Ability to:

Facilitate strength-based wellness and support ~~social~~ groups for clients/peers/members.

Create an activities calendar and organize material needed for activities.

Build and maintain relationships with stakeholders and other involved agencies.

Maintain programs and outreach to and for consumers, their families, and peers/members.

Maintain compliance with federal, state, and local policies, procedures, laws, and regulations.

Communicate effectively both verbally and in writing.

Work with accuracy and attention to detail.

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships.

Ensure safety of clients/peers/members and act quickly to contact Behavioral Health Crisis Worker if need arises.

QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A past or present consumer of mental health or substance use treatment, or has a family member who is a past or present consumer of mental health or substance use treatment. These services may have or have not taken place at Colusa County Behavioral Health.

Experience sharing lived experiences to recognize mental health risks and protective factors. Relevant experience may include both paid and volunteer work in the community, such as:

- School volunteer.
- Parent Advocate.
- Any help at your church such as helping with any groups, ministries, food banks.
- Helping at senior centers.
- Helping support local community events, resource fairs, health fairs.
- Helping at vaccination clinics.
- Helping individuals with physical disabilities.
- Efforts to help spread the word on local community resources that people need.
- Any efforts to help others with social, spiritual, health, economic, emotional wellbeing, housing, employment etc. information and resources.

Attachment: Peer Support Specialist 01.01.25 REDLINE (10248 : Revised Job Description & Salary Range for Peer Support Specialist)

Incumbent must possess a clear understanding of the mental health client culture and community as well as challenges faced by adults and youth experiencing behavioral health issues, including a culture of stigma and discrimination.

Current involvement with the mental health culture and local community is strongly preferred.

Customer Service skills and bilingual in Spanish is also preferred.

Training:

High School Diploma or GED.

Licensing or Certifications:

Within one year of employment, obtain Peer Support Specialist Certification to be eligible to bill Medi-Cal. The Behavioral Health Department will cover the cost of the required training and exam. During employment, must maintain Peer Support Certification with no disciplinary actions.

A valid State of California driver's license.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Although this is primarily a sedentary office classification requiring standing in work areas and walking between work areas, the position may also require some fieldwork. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 25 pounds, as necessary to perform job functions. Negative PPD test (pre-employment and annual testing).

Employees work in an office environment with moderate noise levels, controlled temperature conditions, dust and scents, and potential exposure to hazardous physical substances. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees may work varying shift schedules including nights, weekends, and/or holidays.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

COUNTY OF COLUSA

Established: 5/03/11
Revised: 9/10/19; 12/14/21, 1/01/25
Salary Range: MSC12
FLSA: Non-Exempt

PEER SUPPORT SPECIALIST

DEFINITION:

Works with Colusa County community members and Medi-Cal behavioral health clients who engage in treatment, supportive groups, and program activities to support these individuals in making progress towards their goals.

DISTINGUISHING CHARACTERISTICS:

This is a Mental Health Services Act (MHSA) Plan approved position.

SUPERVISION RECEIVED:

Receives general supervision from the Peer Support Supervisor.

EXAMPLES OF DUTIES:

This information listed below is meant to serve as samples of job duties and responsibilities for positions in this classification. This list is neither inclusive nor exclusive but indicative of several types of duties performed. This information reflects the Essential Functions for any given position in this classification.

May work with clients and community members (referred to as "peers" or "members" or "consumers") on a daily basis to assist with skill building, linkage to resources, and to provide behavioral health Medi-Cal peer support interventions. Facilitate prevention and early intervention activities, wellness and recovery activities, and engage in appropriate social interactions with clients, peers, and the public.

Conduct one-on-one sessions with consumers, and/or families, and drop-in center members to provide support from a peer perspective with helpful examples of one's lived experience.

Assist consumers and drop-in center members in tracking and implementing recovery and wellness goals; offer support, encouragement and hope; model effective coping and self-help strategies.

Enforce drop-in center programmatic rules to ensure safety of staff and members and alignment with the drop-in center's mission statement.

Participate as a member of a behavioral health treatment or crisis response team.

Recommends and assists in the implementation of goals and objectives regarding client services.

Attachment: Peer Support Specialist 01.01.25 FINAL (10248 : Revised Job Description & Salary Range for Peer Support Specialist)

Establishes and assists in activities for clients/peers/members, makes recommendations for process improvements and implements modifications for program operations and activities.

Participates in Quality Improvement Committee (QIC) and Cultural Competency Committee.

May assist in stakeholder meetings as required by MHSA; assist consumers of Bright Vista Youth Center and/or Safe Haven Wellness and Recovery Center and their family members with their concerns, needs, and expectations.

Makes referrals to Behavioral Health for Mental Health and/or Substance Use Disorder services on behalf of the peer/member.

Performs other duties as required.

EMPLOYMENT STANDARDS:

Knowledge of:

Operating policies and procedures of the Department of Behavioral Health, Safe Haven Wellness and Recovery Center, and Bright Vista Youth Center.

Skills in:

Establishing supportive, trusting relationship with clients/participants/families.

Interacting with people of different social, economic, and ethnic backgrounds.

Modern office procedures, methods and computer equipment.

Ability to:

Facilitate strength-based wellness and support groups for clients/peers/members.

Create an activities calendar and organize material needed for activities.

Build and maintain relationships with stakeholders and other involved agencies.

Maintain programs and outreach to and for consumers, their families, and peers/members.

Maintain compliance with federal, state, and local policies, procedures, laws, and regulations.

Communicate effectively both verbally and in writing.

Work with accuracy and attention to detail.

Attachment: Peer Support Specialist 01.01.25 FINAL (10248 : Revised Job Description & Salary Range for Peer Support Specialist)

Operate and use modern office equipment.

Effectively organize and prioritize assigned work.

Establish and maintain effective working relationships.

Ensure safety of clients/peers/members and act quickly to contact Behavioral Health Crisis Worker if need arises.

QUALIFICATIONS:
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A past or present consumer of mental health or substance use treatment, or has a family member who is a past or present consumer of mental health or substance use treatment. These services may have or have not taken place at Colusa County Behavioral Health.

Experience sharing lived experiences to recognize mental health risks and protective factors. Relevant experience may include both paid and volunteer work in the community, such as:

- School volunteer.
- Parent Advocate.
- Any help at your church such as helping with any groups, ministries, food banks.
- Helping at senior centers.
- Helping support local community events, resource fairs, health fairs.
- Helping at vaccination clinics.
- Helping individuals with physical disabilities.
- Efforts to help spread the word on local community resources that people need.
- Any efforts to help others with social, spiritual, health, economic, emotional wellbeing, housing, employment etc. information and resources.

Incumbent must possess a clear understanding of the mental health client culture and community as well as challenges faced by adults and youth experiencing behavioral health issues, including a culture of stigma and discrimination.

Current involvement with the mental health culture and local community is strongly preferred.

Customer Service skills and bilingual in Spanish is also preferred.

Training:

High School Diploma or GED.

Attachment: Peer Support Specialist 01.01.25 FINAL (10248 : Revised Job Description & Salary Range for Peer Support Specialist)

Licensing or Certifications:

Within one year of employment, obtain Peer Support Specialist Certification to be eligible to bill Medi-Cal. The Behavioral Health Department will cover the cost of the required training and exam. During employment, must maintain Peer Support Certification with no disciplinary actions.

A valid State of California driver's license.

PHYSICAL REQUIREMENTS:

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Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Although this is primarily a sedentary office classification requiring standing in work areas and walking between work areas, the position may also require some fieldwork. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 25 pounds, as necessary to perform job functions. Negative PPD test (pre-employment and annual testing).

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COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Amend the Position Allocation Schedule for DHHS - Public Health Division by adding two Public Health Assistant positions, MSC16 ($3,145 - $5,162) per month and deleting one Vocational Assistant position MSC09 ($2,643 - $4,341), effective February 1, 2025.**

Amend the Position Allocation Schedule for DHHS - Public Health Division by adding two Public Health Assistant positions, MSC16 ($3,145 - $5,162) per month and deleting one Vocational Assistant position MSC09 ($2,643 - $4,341) per month, effective February 1, 2025.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) requests the addition of two Public Health Assistant (PHA) positions to address growing demands within the Public Health Division, specifically within the California Home Visiting Program (CHVP), which serves parents with children 0-5 who need parenting education. These positions aim to enhance the program's capacity to serve at-risk families and ensure effective utilization of newly secured funding.

The first position involves converting an unfilled Vocational Assistant position into a Bilingual Public Health Assistant. This role will focus on providing critical services to non-English speaking families. The second position will be funded by newly allocated CalWORKs Home Visiting Program (HVP) funding and will further expand program services.

Business Necessity

The California Home Visiting Program (CHVP): CHVP is a preventive intervention designed to assist families at risk for Adverse Childhood Experiences such as child maltreatment, domestic violence, and mental health issues. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improves the lives of children and families. The program provides parents with tools to promote positive parenting and child development, laying a foundation for a brighter future for children.

Operational and Programmatic Gaps: Currently, CHVP is exceeding recommended

caseloads due to community needs, leading to a waitlist for families requiring assistance. The addition of two PHA positions will:

- Reduce the waitlist and increase the number of families served.
- Enable efficient use of CalWORKs (California Work Opportunity and Responsibility to Kids) new funding to incorporate those families into the program.

The CalWORKs Home Visiting Program (HVP) complements existing CHVP efforts, offering voluntary services designed to improve health and financial outcomes. Eligibility prioritizes families involved in Child Protective Services and expands to those eligible under CalWORKs criteria. We also receive referrals from community organizations such as First 5 and Colusa County Office of Education.

Recommendation

Staff recommends approval of this request. These actions will enable DHHS to address immediate program needs, reduce service waitlists, and maximize the impact of state-allocated funding.

Prior Board Action

None.

Fiscal Impact/Funding Source

There is no fiscal impact to the County General Fund. The financial breakdown for these positions is as follows:

Colusa County receives an ongoing funding for CHVP from California Department of Public Health (CDPH). FY 24/25 allocation is $478,376.

In addition, Colusa County has been approved for an expansion of CHVP program through California Department of Social Services (CDSS) CalWORKs program. Starting FY24/25, CDSS allocates an additional $100,000 to Colusa County to fulfill CHVP requirements and provide services for the program.

These funding sources are ongoing and contingent on program performance and expenditure levels.

It is essential to note that DHHS’s ability to secure future funding is contingent on fully utilizing current allocations. Adding these positions ensures that available resources are expended appropriately, preventing funds from being redistributed to other counties.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **4.4**

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Adopt the Revised Job Class Table to Reflect the Following Changes, Effective January 1, 2025: Hourly Rate Increase for Extra Help due to Minimum Wage Increase, and Salary Range Adjustments for the Chief Deputy District Attorney and Peer Support Specialist. Further, Retroactively Approve the Job Class Table for Elected Officials, for the Period of January 1, 2023 to December 31, 2023.**

Adopt the Revised Job Class Table Reflecting the Following Changes Effective January 1, 2025: Hourly Rate Increase for Extra Help Due to Minimum Wage Increase, and Salary Range Adjustments for the Classifications of Chief Deputy District Attorney and Peer Support Specialist. **Further**, Retroactively Approve the Job Class Table for Elected Officials, for the period of January 1, 2023 through December 31, 2023.

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Tables reflecting the following changes, effective January 1, 2025:

- Salary range adjustment for the Chief Deputy District Attorney classification within the District Attorney's Office, from MGT35 ($9,001 - $14,756) to MGT39 ($9,937 - $16,287) per month, approved by the Board on December 17, 2024.

- Increased hourly rate to comply with the 2025 minimum wage increase for Extra Help from $16.00 to $16.50 per hour.

- Should the Board approve adjusting the salary range for the Peer Support Specialist classification during today's meeting, update the range from MSC10 ($2,710 - $4,450) to MSC12 ($2,848 - $4,676).

Lastly, the Job Class Table for Elected Officials that was in effect from January 1, 2023

to December 31, 2023, needs to be formally adopted. On August 17, 2021, the Board approved a market rate increase for the Treasurer-Tax Collector, from ELE5 to ELE12, with an effective date of January 1, 2023. However, the former staff member who took this action to the Board left the organization in 2022. Consequently, the necessary follow-up action to submit the updated Job Class Table to the Board for approval in 2023 was overlooked. The staff report for this action item is attached for reference.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no costs associated with adopting the Job Class Table.

Action for the Clerk
None

ATTACHMENTS:

- Job Class Approved 011425 Effective 010125 (PDF)
- Salary Adjustment for Treasurer-Tax Collector Meeting Date 8.17.21 Eff. 01.01.23 (PDF)
- 1.1.23 to 12.31.23 Elected table (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 01/01
Board Revision Date: 01/14/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRAISER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRAISER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRAISER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS19	9,153	9,617	10,105	10,617	11,154	11,719	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	15,000	173.33
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRAISER I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRAISER II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEP CO CLRK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 011425 Effective 010125 (10235 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 01/01
Board Revision Date: 01/14/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT39	9,937	10,442	10,972	11,529	12,112	12,725	13,043	13,369	13,703	14,045	14,396	14,756	15,125	15,503	16,287	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	173.33
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,563	5,846	6,144	6,458	6,788	7,132	7,312	7,495	7,683	7,876	8,074	8,276	8,484	8,696	9,138	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS18	4,578	4,812	5,057	5,314	5,583	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,518	173.33
DEPUTY PROBATION OFFCR II	DSS22	5,057	5,314	5,583	5,871	6,169	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,707	7,900	8,301	173.33
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33

Attachment: Job Class Approved 011425 Effective 010125 (10235 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 01/01
Board Revision Date: 01/14/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 011425 Effective 010125 (10235 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 01/01
Board Revision Date: 01/14/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS04	3,242	3,405	3,577	3,756	3,945	4,146	4,250	4,357	4,466	4,578	4,694	4,812	4,933	5,057	5,314	173.33
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50

Attachment: Job Class Approved 011425 Effective 010125 (10235 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 01/01
Board Revision Date: 01/14/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS28	5,871	6,169	6,481	6,809	7,155	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,628	173.33
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRAFFIC CONT TECH II	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.50/hour - 100/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
01/01/24 Elected Officials - New salary structure
01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD on MGT table
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 011425 Effective 010125 (10235 : Adopt Revised Job Class Table as

COUNTY OF COLUSA, CA **4.6**

Request For County Board of Supervisors Action

MEETING DATE: **August 17, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Salary Adjustment for the Elected Position of Treasurer/Tax Collector**

Approve a salary adjustment for the elected position of Treasurer/Tax Collector effective January 1, 2023.

Detailed Description/Background of request

During budget meetings the current office holder of Treasurer-Tax Collector requested a review of the compensation in preparation for the upcoming election, stating that an adjustment may be required to attract qualified, interested candidates. Those persons interested in running for office must submit papers by the December 2021 deadline wherein the established salary for the office in which the party intends to run for is listed.

Upon receiving the request, Human Resources began a salary study for the Treasurer-Tax Collector. Human Resources has identified compensation disparity for the Treasurer/Tax Collector in relation to compensation of other department heads by as much as 65%. The Treasurer/Tax Collector has the lowest compensation of any elected official at a range of ELE 05 ($6,609 - $13,524) compared to the highest compensated elected official at a range of ELE 20 ($11,076 - $22,620) and a disparity amongst our 9 comparator counties.

Typically, the County strives to establish salaries that are within 5% of the median of our surrounding comparator counties. To accomplish this, Human Resources reviews the job specification, requirements and responsibilities in relation to compensation for any given position. A good job match is considered one that matches approximately 80% of the essential job duties and qualifications. Because job descriptions do not exist for the Treasurer-Tax Collector with our comparator agencies, a comparison of *title only* is never advised for a compensation study. Although comparing what surrounding agencies are compensating their Treasurer-Tax Collector provides us with some insight as to whether we are in the ballpark, no insight into the actual level of responsibility is acquired through this exercise.

As a result of a salary survey of our 9 comparable agencies, Colusa County's compensation for Treasurer-Tax Collector is one of the lowest. Given the level of responsibility that this position is entrusted, this is concerning. The office of the Treasurer-Tax Collector operates three divisions which include Treasury, Tax Collection

Attachment: Salary Adjustment for Treasurer-Tax Collector Meeting Date 8.17.21 Eff. 01.01.23 (10235 : Adopt Revised Job Class Table as

and Public Administration. The Treasurer-Tax Collector is responsible for investing, safeguarding and disbursing money for the County and related agencies.

After analyzing the wide gap in compensation amongst Colusa County elected officials and salary data collected from our 9 comparable agencies, it is recommended to adjust the compensation of the Treasurer-Tax Collector to match that of the County Clerk/Recorder which is ELE 12 of the salary range ($7,845- $15,305), effective January 1, 2023, 7 ranges above the current salary.

Prior Board Action
None

Fiscal Impact/Funding Source
There is no fiscal impact for this fiscal year as the recommended salary increase would not take effect until FY22/23.

Action for the Clerk
None

ATTACHMENTS:

- Elected Job Class-Salary Schedule (PDF)
- Elected Salary Table (PDF)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Daurice Smith, Supervisor
SECONDER:	Kent S. Boes, Supervisor
AYES:	Evans, Corona, Boes, Smith, Carter

Attachment: Salary Adjustment for Treasurer-Tax Collector Meeting Date 8.17.21 Eff. 01.01.23 (10235 : Adopt Revised Job Class Table as

County of Colusa
Elected Officials
Monthly Job Class/Salary Schedule

Effective: 01/01/23
Board Revision Date: 01/14/25

	ASSESSOR/ DIRECT ASMT OFF	COUNTY CLERK/RECORDER	TREAS/TAX COLL-PUB GUARD	AUDITOR/ CONTROLLER	DISTRICT ATTORNEY	SHERIFF/CORONER
Sch/Range	ELE14	ELE12	ELE12	ELE17	ELE20	ELE19
Step 1	8,747	8,324	7,013	9,422	11,752	11,328
Step 2	9,192	8,747	7,364	9,901	12,340	11,895
Step 3	9,659	9,192	7,733	10,403	12,958	12,490
Step 4	10,149	9,659	8,120	10,932	13,606	13,115
Step 5	10,664	10,149	8,533	11,487	14,287	13,773
Step 6	11,206	10,664	8,967	12,070	15,002	14,462
Step 7	11,487	10,932	9,192	12,372	15,378	14,824
Step 8	11,775	11,206	9,422	12,682	15,764	15,195
Step 9	12,070	11,487	9,659	13,000	16,159	15,576
Step 10	12,372	11,775	9,901	13,325	16,563	15,967
Step 11	12,682	12,070	10,149	13,659	16,978	16,367
Step 12	13,000	12,372	10,403	14,001	17,403	16,777
Step 13	13,325	12,682	10,664	14,352	17,839	17,197
Step 14	13,659	13,000	10,932	14,711	18,285	17,627
Step 15	14,001	13,325	11,206	15,079	18,743	18,068
Step 16	14,352	13,659	11,487	15,456	19,212	18,520
Step 17	14,711	14,001	11,775	15,843	19,693	18,983
Step 18	15,079	14,352	12,070	16,240	20,186	19,459
Step 19	15,456	14,711	12,372	16,646	20,691	19,946
Step 20	15,843	15,079	12,682	17,063	21,209	20,446
Step 21	16,240	15,456	13,000	17,490	21,740	20,958
Step 22	16,646	15,843	13,325	17,928	22,284	21,482
Step 23	17,063	16,240	13,659	18,377	22,842	22,020
Step 24	17,490	16,646	14,000	18,836	23,413	22,571
Hours/month	162.50	162.50	162.50	162.50	162.50	173.33

TABLE UPDATES

01/01/23 Treasurer/Tax-Collector Market Adjustment
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
01/01/20 COLA 2.6%
01/01/20 Range ELE19, 2% equity adjustment
10/01/18 2% COLA All Schedules
10/01/17 2% COLA All Schedules
10/01/16 2% COLA All Schedules
07/01/16 ELE19 5% increase (POST incentive eliminated)
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

BOARD OF SUPERVISORS

Colusa County Board of Supervisors salary is set by Ordinance.

Currently $6,189/monthly, plus $500/month for Chairman and $300/month for Vice Chairman.

Commencing January 1, 2016 the salary shall be adjusted to equate to 33% of the salary for the Colusa County Superior Court Judge as reported by the National Center for State Courts in effect on January 1st of the then current even numbered year.

Prior rate set by Ordinance $4,917 monthly effective 01/01/2014.

Attachment: 1.1.23 to 12.31.23 Elected table (10235 : Adopt Revised Job Class Table as Required by CalPERS)

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Auditor**
FROM:	**Brittany Wheeler**
SUBJECT:	**Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.**

Reject Wild Goose LLC's Claim for Refund of Unitary tax and direct the Auditor-Controller to provide Wild Goose LLC notice of rejection via a rejection letter.

Detailed Description/Background of request

On November 25, 2024, the Clerk of the Board of Supervisors received a Claim for Refund on behalf of Wild Goose Storage LLC. The basis for this claim is that the statutory tax rate applied by the County to unitary and operating non-unitary property pursuant to California Revenue and Taxation Code §100(b) is unconstitutional because it exceeds the rate paid by all other property owners in the county. Specifically, Wild Goose Storage LLC alleges that the tax rate which was charged by the County is in violation of Article XIII, section 19 of the California Constitution, and contrary to the Supreme Court of California's holding in *ITT World Communications, Inc. v. City and County of San Francisco* (1985) 37 Cal.3d 859.

After consulting with County Counsel, the Auditor-Controller recommends rejecting Wild Goose Storage's claim because the Unitary tax rate (the rate applied to Wild Goose Storage LLC) is a statutorily set tax rate and our County is legally obligated to apply it pursuant to Revenue and Taxation Code §100(b). The California Constitution and binding authority from the California Supreme Court and California Court of Appeal prohibits the Auditor-Controller from "declar[ing] a statute unenforceable, or refus[ing] to enforce a statute, on the basis of it being unconstitutional, unless an appellate court has made a determination that such statute is unconstitutional." (Cal. Const. Art III, § 3.5; *Lockyer v. City and County of San Francisco* (2004) 33 Cal.4th 1055, 1086; *Boyer v. County of Ventura* (2019) 33 Cal. App. 5th 49, 54.) Here, the California Court of Appeal recently found, in *County of Santa Clara v. Superior Court* (2023) 87 Cal.App.5th 347, that §100(b) does not violate Article XIII, section 19 of the Constitution, and is not contrary to the holding in *ITT World Communications*. Thus, the Auditor-Controller can not and should not refuse to enforce the statute based on a claim of unconstitutionality by Wild Goose Storage LLC.

Prior Board Action

None.

Fiscal Impact/Funding Source

Rejecting the claim will prevent the County from distributing a refund of $9,909.92 to Wild Goose Storage LLC.

Action for the Clerk

None

ATTACHMENTS:

- Wild Goose Storage LLC Claim for Refund 2020-21 (PDF)
- Wild Goose Rejection Letter (DOCX)

RECEIVED
NOV 25 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

100 Congress Avenue
Suite 1900
Austin, TX 78701
Tel. 512.476.0022
Fax 512.476.0033

www.ryan.com

November 19, 2024

Board of Supervisors,
County of COLUSA, California
547 Market St, STE 102
Colusa, CA 95932

RE: CLAIM FOR REFUND OF PROPERTY TAXES – Wild Goose Storage LLC

Dear Board of Supervisors:

Attached please find a Claim for Refund of Property Taxes for Wild Goose Storage LLC signed by Kevin Donegan with Rockpoint Gas Storage (parent of Wild Goose Storage LLC) for fiscal year 2020-2021.

Sincerely,

Robert Daniel
Director
Ryan, LLC
100 Congress Ave, Ste 1900
Austin, TX 78701

Batch #: 991,842
Article #: 92148969009997901841454042
Date/Time: 11/19/2024 2:39:35 PM
Code: Wild Goose Storage Tax Claim
Code2: Claim for Refund of Property Taxes

Internal File #:
Internal Code:

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

ROCKPOINT
GAS STORAGE

Wild Goose Storage, LLC
A Rockpoint Gas Storage Company
PO Box 8, 2780 West Liberty Road
Gridley, California 95948
T 530.846.7351
rockpointgs.com

CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of COLUSA, California
547 Market Street, Suite 102
Colusa, CA 95932

The undersigned as Chief Financial Officer, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of $9,909.92 in taxes levied for the fiscal year 2020/2021. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was Wild Goose Storage LLC, a company organized and existing under the laws of the State of Delaware, with its principal place of business located at 2780 W Liberty Road; Gridley, CA.
2. For fiscal year 2020/2021, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Santa Clara County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of $154,788.76 (Exhibit 1) and paid by claimant in full (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of $9,909.92 plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:

    a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of COLUSA County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
    b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIIIA, section 1 of the California Constitution.

4. No refund of said taxes, or any part thereof, has been previously made.

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

ROCKPOINT
GAS STORAGE

Wild Goose Storage, LLC
A Rockpoint Gas Storage Company
PO Box 8, 2780 West Liberty Road
Gridley, California 95948
T 530.846.7351
rockpointgs.com

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: November 14, 2024 at Calgary, Alberta, Canada.

Name: Kevin Donegan

Title: Chief Financial Officer

Signature:

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

Exhibit 1

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

wTBSA
2.4.003

COLUSA COUNTY 2020 - 2021 PROPERTY TAX BILL
Daniel A. Charter, Treasurer/Tax Collector
Colusa, Ca
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2020 THROUGH JUNE 30, 2021

10/7/2020
2:09:25PM

PROPERTY INFORMATION - TAX YEAR: 2020		IMPORTANT MESSAGES
ASMT NUMBER:	799-000-080-000 TAX RATE AREA: 000-001	Original bill date 10/01/2020
FEE NUMBER:	799-000-080-000 ACRES:	
LOCATION:	Map 0195 06 001 Par 01 RIGHT OF WAY 00001!	
ASSESSED OWNER:	WILD GOOSE STORAGE, LLC	

WILD GOOSE STORAGE, LLC
607-8TH AVENUE S.W., SUITE 400
CALGARY, ALBERTA
CANADA, T2P OA7

2020-2021

COUNTY VALUES, EXEMPTIONS AND TAXES

PHONE #S	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100	= COUNTY TAXES
VALUATIONS (530) 458-0450	LAND	1,598,551		
TAX RATES (530) 458-0400				
EXEMPTIONS (530) 458-0450				
PAYMENTS (530) 458-0440	STRUCTURAL IMPROVEMENTS	11,866,023		
PERS PROP (530) 458-0450				
ADDR CHGS (530) 458-0450				
GEN INQUIRIES (530) 458-0440				
	NET TAXABLE VALUE	13,464,574	1.000000	134,645.74

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS

PHONE #S	CODE	DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 =	AGENCY TAXES
(530) 458-0416	00003	PIERCE UNIFIED B&I #2 UNITARY DEBT	13,464,574	0.008877	1,195.25
(530) 458-0416	00005	YCCD BOND A UNITARY DEBT	13,464,574	0.023553	3,171.32
(530) 458-0416	00006	YCCD BOND B UNITARY DEBT	13,464,574	0.018372	2,473.72
(530) 458-0416	00008	YCCD BOND C UNITARY DEBT	13,464,574	0.000500	67.32
(530) 458-7791	00009	COLUSA UNIFIED B&I UNITARY DEBT	13,464,574	0.038115	5,132.02
(530) 458-0416	00010	PIERCE UNIFIED B&I #3 UNITARY DEBT	13,464,574	0.001528	205.74
(530) 458-0416	00011	WILLIAMS UNIFIED B&I #1 UNITARY DEBT	13,464,574	0.020280	2,730.62
(530) 458-0416	00012	PIERCE UNIFIED B&I #4 UNITARY DEBT	13,464,574	0.008303	1,117.96
(530) 458-0416	00013	WILLIAMS UNIFIED B&I #2 UNITARY DEBT	13,464,574	0.009709	1,307.28
(530) 458-0416	00014	PRINCETON UNIFIED B&I UNITARY DEBT	13,464,574	0.002416	325.30
(530) 458-0416	00015	YCCD BOND D UNITARY DEBT	13,464,574	0.006782	913.16
(530) 458-0416	00017	YCCD BOND 2016A UNITARY DEBT	13,464,574	0.011165	1,503.32

20,143.02

1ST INSTALLMENT $77,394.38	2ND INSTALLMENT $77,394.38	TOTAL TAXES $154,788.76
DELINQUENT AFTER 12/10/2020	DELINQUENT AFTER 04/10/2021	

COLUSA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-080-000
FEE NUMBER: 799-000-080-000
LOCATION: Map 0195 06 001 Par 01 RIGHT OF WAY 00001598
CURRENT OWNER: WILD GOOSE STORAGE, LLC
607-8TH AVENUE S.W., SUITE 400
CALGARY, ALBERTA
CANADA, T2P OA7

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

2020-2021 **2ND**

IF PAID BY 04/10/2021 $77,394.38

DELINQUENT AFTER 04/10/2021 (INCLUDES 10% PENALTY OF $7,739.43 AND $20.00 COST) $85,153.81

COLUSA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-080-000
FEE NUMBER: 799-000-080-000
LOCATION: Map 0195 06 001 Par 01 RIGHT OF WAY 00001598
CURRENT OWNER: WILD GOOSE STORAGE, LLC
607-8TH AVENUE S.W., SUITE 400
CALGARY, ALBERTA
CANADA, T2P OA7

MAKE CHECK PAYABLE TO:
Colusa County Tax Collector
547 Market St. Suite 111
Colusa, Ca 95932

2020-2021 **1ST**

IF PAID BY 12/10/2020 $77,394.38

DELINQUENT AFTER 12/10/2020 (INCLUDES 10% PENALTY OF $7,739.43) $85,133.81
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2020 $154,788.76

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

Exhibit 2

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

Rockpoint Gas StoragePartners, LP
400 - 607 8th Avenue S.W.
Calgary, AB
Canada, T2P 0A7

DATE: 25 Nov 2020

CHEQUE NUMBER: 00004744

VENDOR: Colusa County Tax Collector VENDOR NUMBER: 1404224

INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
COLUSA111020	10 Nov 2020	2020-2021 Colusa County Property Taxes	$77,394.38
		TOTAL	$****77,394.38

PAYABLE THROUGH THE BANK OF NOVA SCOTIA 250 VESEY ST., 23RD AND 24TH FLOORS NEW YORK NY 10281

1 - 253 / 260

Rockpoint Gas Storage Partners, LP
400 - 607 8th Avenue S.W.
Calgary, AB
Canada, T2P 0A7

Bank of Nova Scotia
250 Vesey Street,
23rd & 24th Floors
New York, NY
USA, 10281

Branch A/C No: 88721-12 Transit 12989

CHEQUE NUMBER 00004744

DATE 25112020 (D D M M Y Y Y Y)

U.S. DOLLARS PAY EXACTLY ***** Seventy Seven Thousand Three Hundred Ninety Four U.S. Dollars and 38/100

$****77,394.38

PAY TO THE ORDER OF
COLUSA COUNTY TAX COLLECTOR
547 MARKET ST. SUITE 111
COLUSA, CA
USA, 95932

Rockpoint Gas StoragePartners, LP
U.S. DOLLARS

PER _____ AUTHORIZED SIGNING OFFICER

PER _____ AUTHORIZED SIGNING OFFICER

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • INVISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD AREA • SECURITY MICROPRINTING • TRUE WATERMARK

⑈00004744⑈ ⑆026002532⑆ 88721⑈12⑈ ⑈00077394⑆38⑈

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

Rockpoint Gas StoragePartners, LP
400 - 607 8th Avenue S.W.
Calgary, AB
Canada, T2P 0A7

DATE: 24 Mar 2021

CHEQUE NUMBER: 00005247

VENDOR: Colusa County Tax Collector VENDOR NUMBER: 1404224

INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
COLUSA030121	01 Mar 2021	2020-2021 COLUSA CONTY PROPERTY TAXES	$77,394.38
		TOTAL	$*****77,394.38

PAYABLE THROUGH THE BANK OF NOVA SCOTIA 250 VESEY ST., 23RD AND 24TH FLOORS NEW YORK NY 10281

1-253/250

Rockpoint Gas Storage Partners, LP
400 - 607 8th Avenue S.W.
Calgary, AB
Canada, T2P 0A7

Bank of Nova Scotia
250 Vesey Street,
23rd & 24th Floors
New York, NY
USA. 10281

Branch A/C No: 88721-12 Transit 12989

CHEQUE NUMBER 00005247

DATE 24032021 (D D M M Y Y Y Y)

U.S. DOLLARS PAY EXACTLY ***** Seventy Seven Thousand Three Hundred Ninety Four U.S. Dollars and 38/100

$*****77,394.38

PAY TO THE ORDER OF
COLUSA COUNTY TAX COLLECTOR
547 MARKET ST. SUITE 111
COLUSA, CA
USA, 95932

Rockpoint Gas StoragePartners, LP
U.S. DO...
PER _____ AUTHORIZED SIGNING OFFICER
PER _____ AUTHORIZED SIGNING OFFICER

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • VISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD XXX • SECURITY MICROPRINTING • TRUE WATERMARK

⑈00005247⑈ ⑆026002532⑆ 88721⑉12⑈ ⑈00077394⑆38⑈

Attachment: Wild Goose Storage LLC Claim for Refund 2020-21 (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY

COLUSA COUNTY

AUDITOR - CONTROLLER

Office of
Robert Zunino
County Auditor-Controller

Holly Gallagher
Asst. Auditor-Controller

546 Jay Street, Suite #202
Colusa, CA 95932

Phone: 530-458-0400
Fax: 530-458-0402

January 14, 2025

Ryan LLC
Attn: Robert Daniel
100 Congress Avenue
Suite 1900
Austin, TX 78701

Re: Notice of Rejection of Claim for Refund of Property Taxes levied for fiscal year 2020-21

Dear Robert:

On November 25, 2024 the Clerk of the Board of Supervisors received a Claim for Refund on behalf of Wild Goose Storage LLC. Notice is hereby given that the above-referenced claim was rejected by the County of Colusa Board of Supervisors at its meeting held on January 14, 2025.

Given that the unitary and operating nonunitary rate is a statutorily set tax rate, our County is legally obligated to apply it pursuant to Revenue and Taxation Code §100(b). As you may be aware, the California Court of Appeal recently found, in County of Santa Clara v. Superior Court (2023) 87 Cal.App.5th 347, that §100(b) does not violate Article XIII, section 19 of the California Constitution and is not contrary to the holding in ITT World Communications, Inc. v. City and County of San Francisco (1985) 37 Cal.3d 859.

California Revenue and Taxation Code §5141(a), states: An action brought under this article, except an action brought under Revenue and Taxation Code §5148, shall be commenced within six months from and after the date that the board of supervisors or city council rejects a claim for refund in whole or in part.

Please let us know if you have any questions.

Sincerely,

Brittany Wheeler
Accountant-Auditor III
Colusa County

Attachment: Wild Goose Rejection Letter (10232 : Request to consider Wild Goose Storage LLC claim for refund of FY 2019-20 property taxes)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: January 14, 2025

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-013 and IB-015. (4/5 vote required)

Approve FY 24/25 Revenue and Appropriations Inter-Budget adjustment IB-013 and IB-015. **(4/5 vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Road Fund	007	48030	610	3,523.30	IB-013
Road Project Fund	213	31960	000	3,523.30	
Road Fund	007	31960	000	3,523.30	
Road Project Fund	213	59452	213	3,523.30	
Colusa Library Special Project	285	31960	000	5,724.00	IB-015
Colusa Library Special Project	285	47951	285	8,627.00	
Colusa Library Special Project	285	47947	285	7,752.00	
Princeton Library Trust	293	31960	000	2,757.00	
Library	001	48030	921	24,860.00	
Colusa Library Special Project	285	59452	285	22,103.00	
Princeton Library Trust	293	59452	293	2,757.00	
Library	001	53150	921	194.00	
Library	001	53170	921	2,101.00	
Library	001	53230	921	22,565.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk
None

ATTACHMENTS:

- IB-013 610 Inter-Budget FY24-25 - 213 Balance Transfer (PDF)
- IB-015 285_293_921 Inter-Budget FY2425 Trust-Library (002) (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Public Works

Submitted By: Kirsten Montejano

Digitally signed by Kirsten Montejano
Date: 2024.12.04 10:07:13 -08'00'

Explanation: Adjust budget to reflect transfer of fund balance from DPW Projects Fund to the Road Fund.

The DPW Projects Fund was created in FY2007-08 for a rare occurrence of advanced payments from the State for specific Road Projects. The designated projects were completed and there are no advanced payments expected in the future to warrant utilizing this specific fund in the future.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
007	48030	610	Transfers In	$ 1,055,330.00	$ 1,058,853.30	$ 3,523.30
						$ 0.00
						$ 0.00
213	31960	000	Fund Balance	$ 0.00	$ 3,523.30	$ 3,523.30
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 7,046.60

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
213	59452	213	Transfers Out	$ 0.00	3523.30	$ 3,523.30
						$ 0.00
						$ 0.00
007	31960	000	Fund Balance	$ 0.00	3523.30	$ 3,523.30
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 7,046.60

Fiscal Year: 2024-25

Board Date: 1/14/2025

Inter-Budget Log #: IB- 013

OpenGov Amendment #:

Attachment: IB-013 610 Inter-Budget FY24-25 - 213 Balance Transfer (10242 : FY24/25 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Library-921

Submitted By: Deedra Taylor

Digitally signed by Deedra Taylor
DN: OU=921, O=Library, CN=Deedra Taylor, E=dtaylor@countyofcolusa.com
Reason: I am the author of this document
Location: your signing location here
Date: 2025-01-08 11:15:01
Foxit PhantomPDF Version: 9.7.5

Explanation: 285-Colusa Library Special Project Trust Recognize revenue from 47951-Misc. grants outside source from encumbered funds from 23/24 to cover program expenses for Stay & Play and other children's programs. 285-Colusa Library Special Project Trust recognize revenue from donations & grants and misc. grants outside source for the Zipbooks program & prime membership Friends of the Library donations for collection devlopment, EBSCO online and Children's programs, and other donations for children's programs. 293-Princeton Trust - Use fund balance for office expenses and special department expenses for the Princeton Library. All funds allocated to 921-Library special department expenses, office expense & memberships.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
285	31960	000	Fund Balance-Unreserved	$ 0.00	$ 5,724.00	$ 5,724.00
285	47951	285	Misc. Grant-Ouside Source	$ 0.00	$ 8,627.00	$ 8,627.00
285	47947	285	Gifts & Donations	$ 5,000.00	$ 12,752.00	$ 7,752.00
						$ 0.00
293	31960	000	Fund Balance-Unreserved	$ 0.00	$ 2,757.00	$ 2,757.00
						$ 0.00
						$ 0.00
						$ 0.00
001	48030	921	Transfers In	$ 10,000.00	$ 34,860.00	$ 24,860.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 49,720.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
285	59452	285	Transers Out	$ 5,000.00	$ 27,103.00	$ 22,103.00
293	59452	293	Transfers Out	$ 0.00	$ 2,757.00	$ 2,757.00
						$ 0.00
001	53150	921	Memberships	$ 4,419.00	$ 4,613.00	$ 194.00
001	53170	921	Office Expense	$ 6,700.00	$ 8,801.00	$ 2,101.00
001	53230	921	Special Department Expense	$ 17,205.00	$ 39,770.00	$ 22,565.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 49,720.00

Fiscal Year: 2024/25

Board Date: 1/14/2025

Inter-Budget Log #: IB- 015

OpenGov Amendment #:

Attachment: IB-015 285_293_921 Inter-Budget FY2425 Trust-Library (002) (10242 : FY24/25 Inter-Budgets)

COUNTY OF COLUSA, CA **6.2**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Introduction and first reading by title only of a proposed ordinance amending appendix A of Section 2-100 of Article XVI of Chapter 2 of the County Code (Conflict of Interest Code).**

Introduction and first reading by title only of a proposed ordinance amending appendix A of Section 2-100 of Article XVI of Chapter 2 of the County Code (Conflict of Interest Code).

Detailed Description/Background of request

California Government Code section 87202 requires certain elected and appointed officials ("Filing Officers") to file statements of economic interest with the County Clerk. In addition to Filing Officers, the County has designated other County employees and officials who are required to file statements of economic interest. These employees and officials, in addition to Filing Officers, are designated in Appendix A to the County's Conflict of Interest Code, Article XVI of Chapter 2.

Since the last review of the Code in 2022, positions have been added or their duties modified that require the COI to be modified. Additionally, there are several other positions that have been determined to no longer be necessary to include for COI purposes. This Ordinance amends Appendix A to reflect those changes.

Prior Board Action

On October 13, 2020 the Board amended Appendix A and B and adopted Ordinance No. 810.
On January 3, 2023 the Board amended Appendix A and adopted Ordinance No. 830.

Fiscal Impact/Funding Source

None

Action for the Clerk

Add second reading and adoption to the January 28, 2025 BOS Agenda

ATTACHMENTS:

- Ordinance Amending Appendix A regarding Designated Employees and Officals-Conflict of Interest (DOCX)

- XVI 2-100 current COI Code (PDF)

ORDINANCE NO.

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING APPENDIX A SECTION 2-100 OF ARTICLE XVI OF CHAPTER 2 OF THE COLUSA COUNTY CODE PROVIDING THE SCHEDULE OF DESIGNATED COUNTY EMPLOYEES AND OFFICIALS REQUIRED TO PROVIDE ECONOMIC INTEREST DISCLOSURES

The Board of Supervisors of the County of Colusa ordains as follows:

SECTION 1:

Appendix A of Section 2-100 of Article XVI, of Chapter 2 of the Colusa County Code is amended by adding the following positions and disclosure categories:

Positions	Disclosure Categories
Assistant County Administrative Officer	1, 2, 3, 4, 5, 6
Colusa County Grand Jurors	1, 2, 3, 5
Deputy Director, BHS	1, 2, 5, 6
Deputy Director, DHHS	1, 2, 5, 6
DHHS Budget Management Analyst	1, 2, 5, 6
Information Technology Manager	1, 2, 5, 6

SECTION 2:
Appendix A of Section 2-100 of Article XVI, of Chapter 2 of the Colusa County Code is further amended by deleting the following positions and disclosure categories:

Positions	Disclosure Categories
Building Inspector	1, 2, 3, 5
County Sheriff Lieutenants	1, 2, 5
Human Resources Director	1, 2, 5, 6
IT Director	1, 2, 5, 6

SECTION 3:
Appendix A of Section 2-100 of Article XVI, of Chapter 2 of the Colusa County Code is further amended by modifying the Disclosure Categories for the CAO Budget Management Analyst to be 1, 2, 5, 6.

SECTION 4:
This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance

Attachment: Ordinance Amending Appendix A regarding Designated Employees and Officals-Conflict of Interest (10260 : Introduction by title

in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 14th day of January 2025, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the ___ day of January 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
, Chairman

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

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Article XVI. Conflict of Interest Code

2-100 Conflict of interest – Disclosure by employees/officials.

(a) The Political Reform Act (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (hereinafter "FPPC") has adopted a regulation (2 Cal. Code of Regs., Section 18730) which contains the terms of a standard conflict of interest code. The FPPC terms can be incorporated by reference in an agency's code and as may be amended by the FPPC to conform to amendments in the Political Reform Act, following public notice and hearing. The Political Reform Act of 1974 requires that agency conflict of interest codes designate the employee positions within that agency "which involve the making or participating in the making of decisions which may foreseeably have a material effect on any financial interest" of the designated employee in Government Code Section 87302(a).

(b) Therefore, the terms of 2 Cal. Code of Regs., Section 18730 et seq. and any amendments thereto which become duly adopted by the FPPC are hereby incorporated into this Code by reference. This regulation and Appendix A, designating Colusa County officials and employees required to file FPPC Form 700 Statement of Economic Interest disclosure forms in addition to the mandatory statutory filing employees and officials pursuant to Government Code Section 87200, and Appendix B, establishing disclosure categories, shall constitute the conflict of interest code for the county of Colusa.

(c) Designated employees and officials shall file statements of economic interest with the county of Colusa county clerk, by April 1st of each year on the form which can be obtained from the office of the county clerk. The county clerk agency shall make all statements available for public inspection and reproduction pursuant to Government Code Section 81008.

(d) Upon the hiring of a new employee and as well as upon the termination of employment for every employee whose position is listed in Appendix A, the county payroll department shall advise the office of the county clerk on a form to be provided by the county clerk of the dates of new hire or termination. Based thereon, the office of the county clerk shall provide information to such employees concerning reporting requirements under this Code.

(e) In the event that the office of the county clerk determines a failure to comply with this reporting requirement has occurred, notice shall be given to the appropriate employee/officer/official. If compliance with the filing does not occur after notice has been given within the time specified in the notice, the county clerk shall report to the board of

Attachment: XVI 2-100 current COI Code (10260 : Introduction by title only to Amended Conflict of Interest Code)

supervisors the failure to comply. Thereafter, the county clerk shall levy a fine for any statement that is filed late, in the amount of ten dollars per day up to a maximum of one hundred dollars (see Government Code Section 91013). In addition, the county clerk shall report to the board of supervisors any failure to comply on the part of employees/officials subject to the FPPC enforcement division for investigation and possible prosecution. A fine of up to five thousand dollars per violation may also be imposed (see Government Code Section 83116).

Appendix A

Schedule of Designated Employees/Officials

(Including Temporary or Interim Appointments and the Officials' Designees)

Positions	Disclosure Categories
Assistant County Agricultural Commissioner, Sealer of Weights and Measures	1, 2, 5, 6
Assistant Assessor	1, 2, 3, 4, 5, 6
Assistant Auditor/Controller	1, 2, 4, 5, 6
Assistant Chief Probation Officer	1, 2, 5, 6
Assistant County Clerk/Recorder	1, 2, 5, 6
Assistant Director, DHHS	1, 2, 5, 6
Assistant Director, Public Works	1, 2, 3, 5, 6
Assistant Risk Manager	1, 2, 5, 6
Assistant Sheriff	1, 2, 5, 6
Assistant Treasurer/Tax Collector	1, 2, 4, 5, 6
Associate Planner	1, 2, 3, 5
Building Inspector	1, 2, 3, 5
Building Maintenance Supervisor	1, 2, 5
Purchasing Coordinator	1, 2, 5
Chief Appraiser	1, 2, 3, 5
Chief Deputy District Attorney	1, 2, 3, 4, 5, 6
Chief Probation Officer	1, 2, 5, 6
County Administrative Officer	1, 2, 3, 4, 5, 6
County Administrative Officer Budget Management Analyst	1, 2, 4, 5
County Agricultural Commissioner, Sealer of Weights and Measures	1, 2, 5, 6

Attachment: XVI 2-100 current COI Code (10260 : Introduction by title only to Amended Conflict of Interest Code)

Positions	Disclosure Categories
County Airport Advisory Committee Members	1, 2, 3, 4, 5
County Assessor	1, 2, 3, 4, 5, 6
County Auditor/Controller	1, 2, 4, 5, 6
County Board of Supervisor Members	1, 2, 3, 4, 5, 6
County Clerk/Recorder	1, 2, 5, 6
County Groundwater Commission Members	1, 2, 3, 4, 5
County Planning Commission Members	1, 2, 3, 4, 5
County Counsel	1, 2, 3, 4, 5, 6
County Librarian	1, 2, 5, 6
County Sheriff Lieutenants	1, 2, 5
County Sheriff/Coroner	1, 2, 5, 6
Senior Deputy County Counsel	1, 2, 3, 4, 5, 6
Deputy Director Clinical Program Services, Behavioral Health	1, 2, 5, 6
DHHS Staff Services Manager	1, 2, 5
Director Child Support Services	1, 2, 5, 6
Director of Behavioral Health	1, 2, 5, 6
Director of Human Resources	1, 2, 5, 6
Director of Health and Human Services	1, 2, 5, 6
Director of Community Development	1, 2, 3, 5, 6
Director of Public Works	1, 2, 3, 5, 6
District Attorney	1, 2, 3, 4, 5, 6
Director of IT	1, 2, 5, 6
Environmental Health Division Manager	1, 2, 3, 5
Human Resources Director	1, 2, 5, 6
IHSS Public Authority Services Manager	1, 2, 5
Principal Planner	1, 2, 3, 5
Program Manager II, APS and CPS	1, 2
Treasurer/Tax Collector	1, 2, 3, 4, 5, 6
Local District Entities Appointed by Board of Supervisors	As required by district conflict code
Consultants*	1, 2, 3, 4, 5, 6

Attachment: XVI 2-100 current COI Code (10260 : Introduction by title only to Amended Conflict of Interest Code)

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: the county may determine in writing that a particular consultant is hired to perform a range of duties which is limited in scope and thus is not required to comply fully with the disclosure requirements in this section.

Appendix B

Schedule of Designated Employees and Officials

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employee and official must disclose for each disclosure category to which they are designated.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the county, plan to do business or own real property within the jurisdiction of the county within the next year, or have done business or owned real property within the jurisdiction of the county within the past two years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two miles outside, the jurisdiction of the county.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the county, plan to engage in such activities within the jurisdiction of the county within the next year, or have engaged in such activities within the jurisdiction of the county within the past two years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the county and when the authorization to purchase, lease, acquire or make recommendations on such goods and services is within the scope of responsibilities of the designated employee or official.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated employee's or official's department.

(Ord. No. 739, § 2; Ord. No. 782, § 1; Ord. No. 790, § 8; Ord. No. 810, §§ 1, 2; Ord. No. 830, § 1.)

Attachment: XVI 2-100 current COI Code (10260 : Introduction by title only to Amended Conflict of Interest Code)

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Nominations and election of the 2025 Board of Supervisors Chair.**

Nominations and election of the 2025 Board of Supervisors Chair.

Detailed Description/Background of request

At the first meeting of each year the Board of Supervisors elects a new Chair and Vice-Chair for current year.

Prior Board Action

Last year Supervisor Evans was elected Chair and Supervisor Smith was elected Vice-Chair.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Change paperwork, letterhead, Agenda, Minutes and website to reflect the newly elected Chair and Vice-Chair.

COUNTY OF COLUSA, CA **7.2**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Nominations and election of the 2025 Board of Supervisors Vice-Chair.**

Nominations and election of the 2025 Board of Supervisors Vice-Chair.

Detailed Description/Background of request

At the first meeting of each year the Board of Supervisors elects a new Chair and Vice-Chair for current year.

Prior Board Action

Last year Supervisor Evans was elected Chair and Supervisor Smith was elected Vice-Chair.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Change paperwork, letterhead, Agenda, Minutes and website to reflect the newly elected Chair and Vice-Chair.

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **County Counsel**

FROM: **Richard Stout**

SUBJECT: **LIABILITY CLAIM California Government Code section 54956.95. Claimants: Specialized Utility Service Program Agency claimed against: Colusa Count**

LIABILITY CLAIM
California Government Code section 54956.95.
Claimants: Specialized Utility Service Program
Agency claimed against: Colusa County

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

ATTACHMENTS:

- 11-12-24 Specialized Utility Service Program, Inc. (PDF)

Lagerlof LLP
LAWYERS

By USPS Priority Mail

RECEIVED
NOV 12 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

DATE: November 8, 2024

TO: Clerk of the Board of Supervisors
COUNTY OF COLUSA
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508

SUBJECT: CLAIM FOR DAMAGES
Claimant: Specialized Utility Service Program, Inc.
Filed Against: Colusa County

Enclosed please find: Specialized Utility Service Program, Inc. Claim for Damages against Colusa County along with supporting documentation.

☒ Please have filed, conform, and return copies.

☒ Also enclosed please find a self-addressed, stamped envelope.

LAGERLOF, LLP

James D. Ciampa

JDC/ds
Enclosures

Lagerlof LLP
155 North Lake Avenue, 11th Floor
Pasadena, CA 91101

Email: jciampa@lagerlof.com
T: (626)-793-9400
F: (626)-793-5900

4873-7760-7671, v. 1

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

COUNTY OF COLUSA
CLAIM FOR DAMAGES

For Clerk Use Only: Date Stamp

RECEIVED
NOV 12 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

This claim must be filed with the Clerk of the Board of Supervisors within six (6) months after the accident or event. Where space is insufficient, please use additional paper and identify information by paragraph number. Attach all supporting documentation. When claim is completed, submit to the following address:

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

PERSON OR ENTITY AGAINST WHOM CLAIM FILED:

Colusa County

CLAIMANT:
Name: **Specialized Utility Services Program, Inc.**
Address: **1234 N. Market Street**
Sacramento, CA 95834

Home Phone Number: **916-553-4900**
Work Phone Number: **916-980-7172**

The undersigned respectfully submits the following claim and information:

1. Post office address to which claimant desires notices to be sent if other than above:

2. Date, time, and location of occurrence or transaction which gives rise to this claim:
   Date: **Oct. 31, 2022; Nov. 30, 2022; April 17, 2023; May 10, 2023** Time: **Not available**
   Location: **547 Market St., Colusa, CA 95932**

3. Detailed description of injury and/or damage:
   Monetary damages for failure to pay invoices for services rendered.

4. Specify the particular act or omission **and** circumstances you believe caused injury and/or damage:
   Failure to pay invoices for technical services rendered - breach of contract dated June 26, 2018.

5. Name or names of any employee of the County you believe caused the injury, damage or loss:
   Mike Azevedo

6. Complete description of property damaged: Year, make, model, ID#, and license plate#:
   Not applicable.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

7. Description of personal injury. Include name, address, and phone number. If there was no personal injury, state "NONE":

NONE.

8. Names, addresses and phone numbers of witnesses, doctors, hospitals, etc.:

(1) **Jeff Bensch, 1234 N. Market Street, Sacramento, CA 95834 (916) 553-4900**

(2) **Nicole Cook, 1234 N. Market Street, Sacramento, CA 95834 (916) 553-4900**

(3)

9. Public Agency contacted (Law Enforcement. Governmental etc.): **Not applicable.**

10. Amount of reimbursement claimed as damages with computation and supporting bills, receipts, or estimates of cost (two estimates must be included). **Please attach all back-up to claim**

$20,119.73 - invoices and contract attached.

11. Any additional information that might be helpful in considering claim:

WARNING

IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM!

(Penal Code 72: Insurance Code 556)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

SIGNED THIS 7th DAY OF November 20 24 AT

CLAIMANTS SIGNATURE

Dustin Hardtke

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITIES SERVICES PROGRAM
ENGINEERING
1234 North Market Blvd.
Sacramento, CA 95834

PLEASE RETURN THIS REMITTANCE WITH YOUR PAYMENT

Invoice #	Total
1637	$3,082.69

County of Colusa

Invoice

Date	Invoice #	Terms
10/31/2022	1637	Due on receipt

Description	Quantity	Rate	Amount
Task 1 - Engineering Services [SUSP-03]			
Nicole C - Lead Project Facilitator	2.5	55.00	137.50
Timofey P - Technical Specialist	13.75	105.00	1,443.75
Jeff B - Senior Project Engineer	1.03	200.00	206.00
Tom B - Hydrogeologist	3	200.00	600.00
Travel - T Poliakov 10/31/22		305.44	305.44
Consultant Services: BSK Labs		110.00	110.00
Consultant Services: Enthalpy		280.00	280.00
Task 1 Total: $3,082.69			

Please remit payment to:
SUSP Inc. Attn: Nicole Cook
1234 N. Market Blvd.
Sacramento, CA 95834
Phone: (916) 553-4900

Total **$3,082.69**

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITIES SERVICES PROGRAM
ENGINEERING

1234 North Market Blvd.
Sacramento, CA 95834

PLEASE RETURN THIS REMITTANCE WITH YOUR PAYMENT

Invoice #	Total
1669	$4,049.58

County of Colusa

Invoice

Date	Invoice #	Terms
11/30/2022	1669	Due on receipt

Description	Quantity	Rate	Amount
Task 1 - Engineering Services [SUSP-03] Jeff B - Senior Project Engineer	20.2479	200.00	4,049.58

Please remit payment to:
SUSP Inc. Attn: Nicole Cook
1234 N. Market Blvd.
Sacramento, CA 95834
Phone: (916) 553-4900

Total $4,049.58

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITIES SERVICES PROGRAM
ENGINEERING

1234 North Market Blvd.
Sacramento, CA 95834

PLEASE RETURN THIS REMITTANCE WITH YOUR PAYMENT

Invoice #	Total
1810	$10,817.42

County of Colusa

Invoice

Date	Invoice #	Terms
4/17/2023	1810	Due on receipt

Description	Quantity	Rate	Amount
Task 1 - Engineering Services [SUSP-03]			
Jeff B - Senior Project Engineer	43.7521	200.00	8,750.42
Tom B - Hydrogeologist	2	200.00	400.00
Nicole C - Lead Project Facilitator	4	55.00	220.00
Timofey P - Technical Specialist	2	105.00	210.00
Consultant Services: Sierra West		1,237.00	1,237.00
Nov 2022 - April 2023 Total: $10,817.42			

Please remit payment to:
SUSP Inc. Attn: Nicole Cook
1234 N. Market Blvd.
Sacramento, CA 95834
Phone: (916) 553-4900

Total **$10,817.42**

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITIES SERVICES PROGRAM
ENGINEERING

1234 North Market Blvd.
Sacramento, CA 95834

PLEASE RETURN THIS REMITTANCE WITH YOUR PAYMENT

Invoice #	Total
1837	$2,170.04

County of Colusa

Invoice

Date	Invoice #	Terms
5/10/2023	1837	Due on receipt

Description	Quantity	Rate	Amount
Task 1 - Engineering Services [SUSP-03] Consultant Services: Sierra West		2,170.04	2,170.04

Please remit payment to:
SUSP Inc. Attn: Nicole Cook
1234 N. Market Blvd.
Sacramento, CA 95834
Phone: (916) 553-4900

Total **$2,170.04**

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Original Professional Services Agreement
dated 6/26/2018

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

C18

SPECIALIZED UTILITY SERVICES PROGRAM, INC.
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered the 26th day of June, 2018, by and between Specialized Utility Services Program, Inc., a California corporation and wholly-owned subsidiary of California Rural Water Association, with offices at 1234 North Market Boulevard, Sacramento, CA 95834, hereinafter referred to as "SUSP", and the County of Colusa, a political subdivision of the State of California, with its Public Works Department located at 1215 Market Street, Colusa, CA 95932, hereinafter referred to as "CLIENT."

The parties do hereby mutually agree as follows:

1. Engagement Services.

On the terms and conditions hereinafter set forth, CLIENT retains SUSP to generally perform environmental and engineering consulting services on an "On-Call" basis, related to County water utility operations for County Service Area 1 (CSA1) and County Service Area 2 (CSA2) (such services are referred to herein as the "Services" or "Engagement Services"). Services to be performed shall be mutually agreed upon and be described in individual specific scopes-of-work, hereinafter referred to as "Task Orders", and are to be performed within agreed-upon schedules as set forth in the "Task Orders" issued by the CLIENT's Assistant Public Works Director (a form of Task Order is set forth in Attachment 1 hereto). Each Task Order shall be construed as part of and consistent with all other terms and conditions of this agreement.

2. Compensation for Services performed.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

An estimated budget for each Task Order shall be included in each Task Order form and agreed to by CLIENT and SUSP prior to the commencement of work under that particular Task Order. CLIENT shall pay SUSP for performance of the Services described in each Task Order based on the hourly rates as described in Attachment 2 hereto. The compensation to be paid to SUSP under a Task Order may exceed or be under the budget for that Task Order depending on the Services SUSP actually provides; provided that SUSP shall use its best efforts to stay within the established budget. CLIENT shall also reimburse SUSP for any expenses reasonably incurred in the performance of the services contemplated by this agreement on a cost-plus 10 percent basis. Total Compensation shall be calculated as the total number of hours of service times the applicable hourly rate for the service, plus the total reimbursable costs incurred during the applicable billing period. In no case shall the Total Compensation paid under this agreement to SUSP exceed $100,000 in any single fiscal year for CLIENT starting on July 1.

3. Invoices and Payment.

Invoices shall be submitted to CLIENT on a monthly basis. CLIENT shall pay all undisputed invoice amounts within 60 days following the receipt of an invoice. Payments shall be remitted to: California Rural Water Association, 1234 North Market Blvd., Sacramento, CA 95834, Attn: Dustin Hardwick.

4. Representations and Acknowledgments. Each party represents to the other that:

a. The execution, delivery, and performance of this Agreement is duly authorized by all necessary actions on the part of each obligated party and the agreement is binding on any such obligated party;

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

b. The execution, delivery, and performance of the duties under this Agreement by any such obligated party shall not, as of the date this Agreement is entered, violate any provision of law, nor will it conflict with or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement, or other instrument to which the obligated party is also obligated, where such conflict, breach, or default would have a materially adverse effect on the business operations or financial condition of such party or on its ability to perform its obligations under this Agreement;

c. To the best of each party's knowledge, as of the date this Agreement is entered, there are no actions, suits, or proceedings pending against or involving such party, and to the best of its knowledge, there are no actions, suits, or proceedings threatened against such party, which might have a materially adverse impact on the business operations or financial conditions of such party or on its ability to perform its obligations under this agreement; and

d. The evaluation, management, and other actions involving toxic or hazardous substances which may be undertaken as part of the services to be performed by SUSP, including subsurface excavation or sampling, entail uncertainty and risk of injury that cannot be avoided even by compliance with generally accepted engineering practices.

5. CLIENT'S Obligations.

a. CLIENT shall grant or cause to be granted to SUSP access to all locations as necessary for performance of the Services under this Agreement;

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

b. CLIENT shall furnish or cause to be furnished to SUSP all documents and information known to CLIENT that reasonably relate to the Services. CLIENT Specifically represents to SUSP that such information is accurate to the best of the CLIENT's knowledge;

c. Unless noted otherwise, CLIENT shall pay, or reimburse SUSP the cost of all necessary approvals, permits, licenses, easements, and consents necessary for performance of the Services.

d. CLIENT shall have sole ownership and responsibility for all hazardous or toxic substances found or identified at any location at which SUSP performs services under this Agreement. CLIENT shall have the sole responsibility for the generation, treatment, temporary storage, transport, and disposal of all hazardous or toxic substances found or identified at any location at which SUSP performs services under this Agreement.

6. SUSP's Obligations.

a. SUSP shall perform the Engagement Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Engagement Services at the same time, under similar conditions, and in the same or a similar locality. This commitment is in lieu of all other warranties either expressed or implied.

b. SUSP shall advise CLIENT about the status of the Engagement Services, and will make reasonable efforts to coordinate its activities with CLIENT, the property owner, and any government agency having regulatory oversight over the underlying activities.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

c. SUSP shall accommodate other CLIENT activities at the site. SUSP shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

7. Confidentiality.

a. Subject to subdivision (d), below, each party shall keep confidential all business and technical information identified as "Confidential" and obtained from the other party in connection with the performance of the Engagement Services. Any such information shall be labeled "Confidential" and shall be retained in a separate part of the materials comprising this agreement. Neither party shall disclose such information without the other party's consent except to the extent required by (1) the performance of the Engagement Services; (2) compliance with the professional conduct standards for preservation of the public safety, health, or welfare; or (3) compliance with any court order or other governmental directive, including requests from government agency having regulatory oversight over the underlying activities. In the event that there is a request for materials that are identified as "Confidential", the party receiving such request shall promptly notify the party claiming confidentiality, so that the party claiming confidentiality may take appropriate action to protect the claimed confidentiality. The party receiving the request shall not be obligated to take any action protect the claimed confidentiality, other than notifying the party claiming the confidentiality.

b. Notwithstanding the immediately preceding paragraph, with CLIENT's consent, SUSP may include CLIENT's name and a general description of the Engagement Services to be provided, including narrative and photographic

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

representations of the Engagement Services, in general informational presentations made by SUSP for the promotion of its expertise and experience.

c. The obligations created by this Paragraph 7 shall survive the termination or expiration of this agreement.

d. The obligations and provision in this Paragraph 7 shall not apply to any records or information subject to disclosure by CLIENT under the California Public Records Act, the California Constitution or records provided to CLIENT's Board of Supervisors.

8. Ownership of Documents.

All reports, drawings, specifications, and other work products produced under this agreement, and any materials or documents purchased by SUSP, the cost of which is charged to this Agreement, shall become the property of the CLIENT. The obligations created by this Paragraph 8 shall survive the termination or expiration of this agreement.

9. Insurance.

SUSP now carries and will continue to carry during the term of this agreement the following insurance types and minimum coverages:

a. Worker's compensation and Occupational Disease Insurance to comply with the laws of the State of California.

b. Comprehensive General Liability Insurance covering activities performed under this agreement, including coverage of liability assumed in this Agreement, with minimum limits of $3,000,000 (THREE MILLION DOLLARS) for bodily injury for each

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

occurrence and $3,000,000 (THREE MILLION DOLLARS) for property damage for each occurrence, and $10,000,000 (TEN MILLION DOLLARS) aggregate for such coverages.

c. Automobile Liability Insurance covering all non-owned and hired motor vehicles used in connection with the Engagement Services with $2,000,000 (TWO MILLION DOLLARS) combined single limit for bodily injury and property damage liability.

d. Professional Errors & Omissions/Pollution Liability Insurance with minimum limits of $2,000,000 (TWO MILLION DOLLARS) for each claim and $2,000,000 (TWO MILLION DOLLARS) aggregate.

e. CLIENT shall be named as an additional insured on all of the insurance policies required by this Article 9. At CLIENT's request, SUSP shall furnish CLIENT certificates evidencing the required coverages and identifying CLIENT as an additional insured.

10. Indemnification.

a. Except as otherwise provided in this Article, SUSP shall defend, indemnify, and hold harmless CLIENT from and against any and all claims, demands, losses, penalties, fines and causes of action (including reasonable attorney fees and court costs) caused by SUSP in connection with its provision of the Services; provided, however, that SUSP's indemnification obligation hereunder shall not apply to the extent of any negligence or intentional misconduct by CLIENT.

b. CLIENT shall defend, indemnify and hold harmless SUSP from and against any and all claims, demands, losses, penalties, fines, and causes of action (including reasonable attorney fees and court costs) caused by CLIENT in connection

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

with this Agreement; provided, however, that CLIENT's indemnification obligation hereunder shall not apply to the extent of any negligence or intentional misconduct by SUSP.

c. Each Party shall hold harmless the other Party from and against any and all liability, costs, expenses, damages, claims, suits, or demands for which the Party is solely or may become solely liable on account of bodily injury, disease, or death suffered by any employee of the other Party in connection with the performance of the Engagement Services under this Agreement.

d. CLIENT acknowledges that SUSP has not created, generated, or contributed to the generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof, or the release thereof or the violation of any law or regulation relating thereto, prior the date on which the performance services is commenced hereunder (collectively referred to as "Preexisting Conditions"). Accordingly, except to the extent covered by the "Scope of Work" herein, or where the injury is solely caused by a failure of SUSP's obligations under Article 6 of this Agreement, CLIENT shall defend (with counsel approved by SUSP) protect, indemnify, and hold harmless SUSP and its employees against all claims, demands, losses, penalties, fines, and causes of action of every kind and character, whether based on contract, tort (including negligence), statute, or regulation (including reasonable attorneys and court costs) arising from or relating to any such preexisting conditions. SUSP shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

e. The obligations created under this Article 10 shall survive the termination or expiration of this Agreement,

11. Limitation of Liability.

a. Neither party hereto, nor any of its affiliates, subcontractors, or vendors at any tier, shall be liable to the other party or its affiliates, subcontractors, or vendors for any loss of profit, loss of product, loss of use, or for any other indirect, consequential, or special damages, even if the claimed injury is caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof.

b. All claims against SUSP shall be deemed waived unless made by CLIENT in writing and received by SUSP within eighteen (18) months after SUSP has completed that portion of the Engagement Services with respect to which the claim is made.

c. There are no third-party beneficiaries of this Agreement and no third party may rely upon obligations or representations herein or on the findings of any report produced hereunder.

d. The obligations created under this Article shall survive the termination or expiration of this Agreement.

12. Changes in Performance.

a. CLIENT may at any time, by written order, make changes within the general scope of the Engagement Services contemplated by this Agreement and the Task Orders issued hereunder, in any one of the following areas:

(1) Specific services to be performed;

(2) Specific deliverables;

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

(3) Schedule for completion and delivery of product.

b. If any changes requested pursuant to paragraph a. of this Article 12, or otherwise pursuant to any other provision of this Agreement, results in an increase or decrease in the costs of providing those services or in the time required to perform those services, an equitable adjustment shall be made in the (1) Price; (2) Schedule; and, (3) in such other provisions of his agreement as may be appropriate, and this Agreement shall be modified in writing accordingly.

c. It is further understood that field conditions may dictate changes in the Services to be performed, and those services may be required to be performed by written change order from CLIENT prior to an agreement on price, schedule or other relevant provisions of this Agreement. Reimbursement for such activities shall be on a time and materials basis in accordance with the hourly rates and cost-plus provisions included in Attachment 2, and extensions to the Schedule shall be based on the actual delays and ramifications caused by said changes infield conditions.

13. Independent Contractor.

The Services shall be performed by SUSP under the sole supervision, management, and control of SUSP. CLIENT shall look to SUSP for results only, and shall have no right at any time to direct or supervise SUSP or SUSP's agents or employees in the performance of the Engagement Services or as to the manner, means, or methods by which the Engagement Services are performed.

14. Professional Ability and Standards of Performance.

SUSP represents that it is qualified and licensed to perform the services provided to CLIENT under this agreement. CLIENT relies upon the representations of

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP regarding its professional training, licensing, and ability to perform the services as a material inducement to enter into this agreement.

15. SUSP's Books and Records.

SUSP shall maintain and keep all ledgers, books of account, invoices, vouchers, canceled checks, and any other records or documents evidencing or relating to services provided to CLIENT, including charges for services, expenditures, costs, or disbursements, charged to CLIENT (collectively "Project Records"). SUSP shall keep and maintain the Project Records for a minimum of 5 years or for any longer period required by law, from the date of final payment to SUSP by CLIENT under this agreement. Project Records shall be made available for inspection, copying, or audit, by CLIENT, at any reasonable time, with at least three (3) days' notice, upon written request by County Counsel or other designated representative of CLIENT.

16. Force Majeure.

It is agreed that in the event SUSP is rendered unable wholly or in part by force majeure to carry out its obligations hereunder, the obligation of SUSP shall be suspended during the pendency of any inability, and such inability shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean strikes, lockouts or other industrial and labor disturbances, acts of public enemies, wars, insurrections, civil disturbances, explosions, earthquakes, fires, severe storms, floods, or orders, restraints, or prohibitions by any regulatory agency, board, department, commission, or court having jurisdiction over SUSP, or any other cause not within SUSP's control.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

17. Term

This agreement will automatically terminate on December 31, 2019, unless extended by written amendment in accordance with Paragraph 28, below.

18. Termination for Default.

If either party:

(a) Breaches any material obligation under this Agreement;

(b) Becomes insolvent or otherwise unable to meet its financial obligations;

or,

(c) Is adjudicated as bankrupt, or has an involuntary petition in bankruptcy filed against it that is not dismissed within ninety (90) days; the other party may terminate this Agreement without any further liability upon at least fourteen (14) days' written notice and the cause of the termination is not cured within that fourteen (14) day period, or if the cause of the termination is not reasonably able to be cured within that fourteen (14) day period, the breaching Party has not commenced that cure or is not reasonably pursuing that cure. If this Agreement is terminated pursuant to the provisions of this paragraph, CLIENT shall be obligated to pay for those services performed and goods received as of the date of the termination.

19. Termination for Convenience.

Either party may terminate this Agreement for its own convenience by providing the other party thirty (30) day prior written notice. Should CLIENT terminate this Agreement pursuant to the terms of this paragraph, CLIENT shall be obligated to pay for those services performed and goods received as of the date of

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

C18-114

the termination, along with SUSP's reasonable, actual costs of settling outstanding commitments, including the cost of terminating any subcontracts, for well drilling services required under this Agreement; provided that SUSP shall not be entitled to recover more than $50,000 (FIFTY THOUSAND DOLLARS) for such costs. SUSP shall use commercially reasonable efforts to ensure that any such contract for well drilling services is assignable to CLIENT in the event of the termination of this Agreement.

20. Certain Litigation Expenses.

In the event that CLIENT is involved in litigation concerning the subject matter of the Services that does not arise from SUSP's performance of the Services and to which SUSP is not a party, the Parties shall meet and confer in good faith with respect to SUSP's assistance to CLIENT in that litigation and any compensation to be paid to SUSP for its assistance and related efforts.

21. Waiver.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

22. Severability.

If any provision or portion of this Agreement is finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding on the parties hereto.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

18-114

23. Notice.

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by overnight courier service, the receipt of which is confirmed by telephone, or mailed by certified mail, return receipt requested and postage prepaid, to the address specified on page 1 of this Agreement.

24. Assignment and Subcontracting.

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

25. Governing Law and Venue

This Agreement shall be governed by and in accordance with the laws of the State of California and the parties agree to submit exclusively to the jurisdiction of the Superior Court of California for the County of Colusa.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

C18-114

26. Entire Agreement.

This Agreement is the entire understanding and agreement between the parties and supersedes any previous communications, representations, or agreements by either party, whether oral or written. This Agreement may be changed only by a written instrument signed by both parties.

27. Execution.

This agreement may be executed in several counterparts, each of which shall be one and the same instrument binding upon the parties. This Agreement may be executed by electronic signatures or signatures transmitted by facsimile and any such electronic or faxed signature shall have the same effect as an original "wet" signature.

28. Amendments.

This agreement may only be modified or amended by a written document executed by both SUSP and CLIENT.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

COLUSA COUNTY

REPRESENTATIVE

Signature: _____

Print Name: Gary J. Evans

Title: Chairman

Date: 6/26/18

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

By _____

APPROVED AS TO FORM

_____

SPECIALIZED UTILITY SERVICES PROGRAM, INC. REPRESENTATIVE

Signature: _____

Print Name: Dan DeMoss

Title: Executive Director

Date: 7-6-18

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Task Order No. 1
Dated 10/25/2019
$95,000

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Task Order No.: SUSP-01
Dated: 10/25/19

Professional Services Agreement, dated June 26, 2018
Specialized Utility Services Program (SUSP) and
County of Colusa (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and County of Colusa, dated June 26, 2018, is hereby modified as follows:

Item A – Scope of Work:

Preliminary Engineering Report
SUSP will prepare a Preliminary Engineering Report suitable for the application package to obtain an Emergency and Imminent Community Water Assistance Grans Program (ECWAG) grant from the USDA Rural Development. The report will include the project justification, scope of work, and budget estimates.

Well Health Check/Video Logging Plan
The initial step is to develop a well health check assessment and video logging plan for Wells #1 and #2. Video logging will be conducted on both wells. The well health check will be conducted only on Well #1 as a necessary task to develop an effective well rehabilitation plan. Rehabilitation and water production capacity testing will only be performed on Well #1.

Well Health Check
The well health check will consist of collecting two samples from Well #1 and submission to a laboratory for testing for chemical and biological parameters which would indicate the types of conditions impairing well production and to assist in designing the scope for well rehabilitation. The first sample would be collected immediately after pump start up and would represent conditions in the immediate vicinity of the well screens. The second sample would be collected after 24 hours of pumping and would represent conditions in the aquifer. This data will be reviewed in conjunction with other operational history and maintenance data, along with the results of the video logging, to determine the most effective well rehabilitation approach.

Well Video Logging
To assess the condition of Well #1, a video log will be conducted to allow visual inspection of the well casing and screen intervals to assist with development of an appropriate well rehabilitation strategy. In addition to determining the condition of the well for the rehabilitation process, the video log would also provide an assessment of the well condition to estimate the remaining life span of the well to allow the County to properly plan for orderly well replacement when needed. Video logging Well #1 will require pump removal, allowing time for the well sediment to settle, conducting the video, reinstalling the pump, and then disinfecting the well and appurtenances before returning to service. This downtime will require storing enough water to provide for the CSA 2's water demand while the well is out of service for video logging.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Video logging will also be conducted on Well #2 to provide information that will be useful in the design of the replacement well.

Well Rehabilitation

Upon review of the well health check data and video log for Well #1, a well-specific scope will be developed for well rehabilitation and a contractor will be selected to perform the work, based on the developed scope. Well rehabilitation is expected to consist of a combination of mechanical and chemical methods designed specifically to address the causes of reduced well performance as identified by the video logging and well health check diagnostic process. The pump will be required to be removed from the well for the well rehabilitation process. Upon completion of the well rehabilitation, the pump will be re-set in the well. The downtime due to the well rehabilitation process will require CSA 2 to store sufficient water to meet their needs while the well rehabilitation process is being conducted.

Well Capacity Testing

To determine the production capacity of Well #1 following the rehabilitation process, a pumping test will be performed on Well #1. The capacity testing will consist of three phases: 1.) a step drawdown test will be conducted to determine the optimal pumping rate taking into consideration a range of discharge rates and corresponding drawdown measurements; 2.) a constant rate tests will be conducted at the optimal discharge rate determined by the step tests; and, 3.) a recovery test to determine the rate of recharge of the well following the cessation of pumping.

Reporting

A short letter report documenting the diagnostics, well rehabilitation and pumping tests will be prepared following the conclusion of the well capacity tests.

Item B – Schedule:

1. The Preliminary Engineering Report was completed and finalized in February of 2019.
2. Development of the Well Health Check and Video Logging Plan and securing a video logging contractor is expected to take 30 days from approval of the Task Order.
3. Collection of samples for the well health check will take two days based on the time interval needed for the two samples. Analysis of samples is expected to take 2-3 weeks.
4. Video logging is expected to take one day but may take an additional day depending on pump removal considerations.
5. Upon receipt of video logging results and well health check analyses, it is expected to take approximately a week to prepare well rehabilitation and well capacity test specifications.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

6. Two to three weeks will be required to select a well rehabilitation contractor and negotiate a contract.

7. The well rehabilitation process is expected to take up to five days, however the start date will be contingent upon contractor availability.

8. Upon completion of the well rehabilitation process, the pump will be re-installed and capacity tests will be conducted. The step tests are expected to take one day; the constant rate test is expected to take one day, and the recovery test is expected to take one day or less.

9. A short letter report documenting the diagnostics, well rehabilitation and pumping tests is expected to take three weeks to prepare following the conclusion of the well capacity tests.

Item C – Budget and Rate Schedule:

Not to exceed $95,000 based on the following task budgets:

1.	Preliminary Engineering Design Report	$20,000
2.	Well Inspection/Video Survey Plan	$20,000
3.	Wells 1&2 Videos, Well 1 Cleaning and Redevelopment, and Letter Report	$55,000

For schedule of rates, see Attachment 1 to this Task order.

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

By: _____

Date: 10/31/2019

For Client:
County of Colusa

By: _____

Date: 10/30/19

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Attachment 1

Rate Schedule

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – SUSP Engineering Rate Schedule

Personnel	Rate	Title/Classification
Jon McClain	$255/hr.	Supervising Lead Engineer
Jeff Bensch	$200/hr.	Senior Engineer
Tom Ballard	$200/hr.	Hydrogeologist
Osmar Macias or Mawj Khammas	$105/hr.	Technical Specialist / EIT
Thomas Elisher or Lily Yasinskaya	$55/hr.	Administrative Assistant

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Task Order No. 1 – o i ca on
Dated 3/20/2020
$95,000 (no budget change)

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Amendment No. 1
Task Order No.: SUSP-01
Dated: 10/25/19
Amended Task Order Date: 3/20/20

Professional Services Agreement, dated June 26, 2018
Specialized Utility Services Program (SUSP) and
County of Colusa (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and County of Colusa, dated June 26, 2018, is hereby modified as follows:

Item A – Scope of Work:

Preliminary Engineering Report
SUSP will prepare a Preliminary Engineering Report suitable for the application package to obtain an Emergency and Imminent Community Water Assistance Grans Program (ECWAG) grant from the USDA Rural Development. The report will include the project justification, scope of work, and budget estimates.

Well Health Check/Video Logging Plan
The initial step is to develop a well health check assessment and video logging plan for Wells #1 and #2. Video logging will be conducted on both wells. The well health check will be conducted only on Well #1 as a necessary task to develop an effective well rehabilitation plan. ~~Rehabilitation and water production capacity testing will only be performed on Well #1.~~

Well Health Check
The well health check will consist of collecting two samples from Well #1 and submission to a laboratory for testing for chemical and biological parameters which would indicate the types of conditions impairing well production and to assist in designing the scope for well rehabilitation. The first sample would be collected immediately after pump start up and would represent conditions in the immediate vicinity of the well screens. The second sample would be collected after 24 hours of pumping and would represent conditions in the aquifer. This data will be reviewed in conjunction with other operational history and maintenance data, along with the results of the video logging, to determine the most effective well rehabilitation approach.

Well Video Logging
To assess the condition of Well #1, a video log will be conducted to allow visual inspection of the well casing and screen intervals to assist with development of an appropriate well rehabilitation strategy. In addition to determining the condition of the well for the rehabilitation process, the video log would also provide an assessment of the well condition to estimate the remaining life span of the well to allow the County to properly plan for orderly well replacement when needed. Video logging Well #1 will require pump removal, allowing time for the well sediment to settle, conducting the video, reinstalling the pump, and then disinfecting the well and

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

appurtenances before returning to service. This downtime will require storing enough water to provide for the CSA 2's water demand while the well is out of service for video logging.

Video logging will also be conducted on Well #2 to provide information that will be useful in the design of the replacement well.

~~Well Rehabilitation~~ Eliminated

~~Upon review of the well health check data and video log for Well #1, a well-specific scope will be developed for well rehabilitation and a contractor will be selected to perform the work, based on the developed scope. Well rehabilitation is expected to consist of a combination of mechanical and chemical methods designed specifically to address the causes of reduced well performance as identified by the video logging and well health check diagnostic process. The pump will be required to be removed from the well for the well rehabilitation process. Upon completion of the well rehabilitation, the pump will be re-set in the well. The downtime due to the well rehabilitation process will require CSA 2 to store sufficient water to meet their needs while the well rehabilitation process is being conducted.~~

~~Well Capacity Testing~~ Eliminated

~~To determine the production capacity of Well #1 following the rehabilitation process, a pumping test will be performed on Well #1. The capacity testing will consist of three phases: 1.) a step drawdown test will be conducted to determine the optimal pumping rate taking into consideration a range of discharge rates and corresponding drawdown measurements; 2.) a constant rate tests will be conducted at the optimal discharge rate determined by the step tests; and, 3.) a recovery test to determine the rate of recharge of the well following the cessation of pumping.~~

Reporting

A ~~short letter report~~ Technical Memorandum documenting the diagnostics, well rehabilitation and pumping tests will be prepared following the conclusion of ~~the well capacity tests~~ Well #1 repair activities.

Amended Scope of Work

Well #1 Emergency Repair

This task is added to the original task order. Work includes installing a temporary surface casing (assuming 20 feet) in Well #1 to prevent caving in the well, conducting a video log survey, and project management and oversight.

Item B – Schedule:

1. The Preliminary Engineering Report was completed and finalized in February of 2019.

2. Development of the Well Health Check and Video Logging Plan and securing a video logging contractor was completed on January 22, 2020.

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

3. Collection of samples for the well health check was completed on November 14, 2019.

4. Video logging was completed on February 5, 2020.

5. Upon receipt of video logging results and well health check analyses, the Technical Memorandum was prepared and submitted to Colusa County on March 6, 2020. A conference call was conducted on March 17, 2020 and the final Technical Memorandum was submitted on March 19, 2020.

Amended Schedule

6. The Well #1 repair will be conducted immediately upon receipt of written authorization of this Amendment. Scheduling field activities will be dependent on availability of work crews and equipment.

Item C – Budget and Rate Schedule:

Not to exceed $95,000 based on the following task budgets:

Task	Original	Amended
1. Preliminary Engineering Design Report	$20,000	$20,000
2. Well Inspection /Video Survey Plan	$20,000	$20,000
3. Wells 1&2 Videos, Well Cleaning and Redevelopment, and Letter Report	$55,000	$35,000
4. Emergency Well Repair	$0	$20,000

For schedule of rates, see Attachment 1 to this Task order.

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

By: Dustin Hardesty

Date: 3/30/2020

For Client:
County of Colusa

By: _____

Date: 3/27/20

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Task Order No. 2
Dated 2/27/2020; signed 3/30/2020
$100,000

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Task Order No.: SUSP-02
Dated: 2/27/20

Professional Services Agreement, dated June 26, 2018
Specialized Utility Services Program (SUSP) and
County of Colusa (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and County of Colusa, dated June 26, 2018, is hereby modified as follows:

Item A – Scope of Work:

Engineering Report
SUSP will prepare the well, well pump, wellhead completion, connecting pipeline, and electrical panel designs. Design drawings and technical specifications will be prepared suitable for bidding, contracting, and construction purposes.

Item B – Schedule:

Design drawings and technical specifications will be completed and submitted to Colusa County by March 31, 2020.

Item C – Budget and Rate Schedule:

Not to exceed $100,000 based on the budget presented in the Preliminary Engineering Report.

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

By: Dustin Hardwick

Date: 3/30/2020

For Client:
County of Colusa

By: Michael J. Yamada

Date: 3/27/20

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Task Order No. 3
Dated 9/1/2020; signed 10/2/2020
$124,100

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Task Order No.: SUSP-03
Dated: September 1, 2020

Professional Services Agreement, dated June 26, 2018
Specialized Utility Services Program (SUSP) and
County of Colusa (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and County of Colusa, dated June 26, 2018, is hereby modified as follows:

Item A – Scope of Work:

Construction Management Support Services and Field Observations
SUSP will provide preconstruction, well drilling and construction, wellhead completion, and pipeline construction management support services and field observations as well as a Closeout Report during the upcoming water well replacement and pipeline project for Colusa County CSA 2 in Stonyford, California as outlined in the attached proposal.

Item B – Schedule:

Construction management support services will be provided during preconstruction and construction as outlined in the attached proposal and the closeout report will be completed and submitted to Colusa County after construction is complete.

Item C – Budget and Rate Schedule:

Not to exceed $124,100 based on the itemized budget presented in the attached proposal.

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

By: Dustin Hardisty

Date: 10/2/2020

For Client:
County of Colusa

By: _____

Date: 10/1/2020

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITY SERVICES PROGRAM

August 31, 2020

Colusa County Department of Public Works
1215 Market Street
Colusa, California 95932

Attn: Michael Azevedo, Director

RE: Proposal for Hydrogeological and Engineering Support Services
Well 2 and Pipeline Replacement Project
Colusa County CSA 2, Stonyford, California

Dear Mr. Azevedo,

Specialized Utilities Services Program (SUSP), a subsidiary of California Rural Water Association (CRWA), is pleased to provide this proposal for hydrogeological and engineering field support services during the upcoming water well replacement and pipeline project for Colusa County CSA 2 in Stonyford, California.

During the project, SUSP's licensed hydrogeologists and engineers will work with Colusa County to provide construction management support services and conduct field observations of the well drilling and construction activities. Based on the project components, including drilling and construction of two replacement wells, SUSP will provide the following services:

Task 1 – Preconstruction Activities

- Assist Colusa County with general coordination and participate in the project kick-off meeting with the County, the United States Department of Agriculture, and the Contractor.
- Review Contractor submittals as defined in the contract specifications.
- Review and process Requests for Information (RFIs) when submitted by the Contractor.

Task 2 – Well Drilling and Construction Activities

- Conduct field logging of the 6-inch diameter boreholes to depths of 125 feet below ground surface (bgs) each.
- Collect soil samples during drilling and deliver selected samples to a geotechnical laboratory for particle size analysis.
- Evaluate the geophysical E-logs provided by the drilling contractor.
- Use the geophysical E-logs and geological logs to recommend sections of the subsurface for flow testing and zone testing of water quality.
- Collect water samples during zone testing and deliver samples to the laboratory representative.
- Prepare a well design technical memorandum defining the final screen intervals, screen slot sizes, and filter pack specifications.

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Sacramento, CA 95834
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Toll free: 800.833.0322
Phone: 916.553.4900
Fax: 916.553.4904

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITY SERVICES PROGRAM

- Observe well construction after the driller expands the boreholes from 6-inches to 16-inches in diameter.
- Observe final well developments and production flow testing.

Task 3 – Wellhead Completion and Pipeline Construction Activities

- Observe well pump installations, wellhead completions and pipeline construction.
- Observe electrical installations.
- Conduct final inspections and observe startup testing.

Task 4 – Documentation and Construction Closeout Report

- Coordinate daily contractor logs and verify daily work activities.
- Coordinate inspections as may be required by the Technical Specifications
- Prepare As-Built Drawings.
- Compile field documentation and prepare the construction closeout report.

As specified, it is expected that Well 2 will be constructed first, followed by Well 1. It is anticipated that there will be no downtime between wells, although the specific schedule will be set by the drilling contractor. It is anticipated that 17 field observation days will be required for each well, or 34 days for both wells. Furthermore, it is anticipated that two weeks will be required to construct the wellhead completions, pipeline installations, and electrical connections. The final number of work days will be determined by the Contractor's schedule and production rates during construction.

Estimated Budget

To implement the project work described above, SUSP anticipates the following costs:

Task 1 - Preconstruction Activities including kick-off meeting, Submittal reviews, and General coordination	$ 11,400
Task 2 - Well Drilling Oversight, Well Design, Well Construction and Testing Observations, (2 wells)	$ 58,100
Task 3 - Wellhead Completion, Pipeline, and Electrical Construction, Final Inspections, and Startup Testing	$ 37,600
Task 4 - Construction Closeout Report	$ 17,000
Total Estimated Budget	$124,100

A detailed, itemized budget estimate is attached.

SUSP proposes to conduct this work under the terms and conditions of our Professional Services Agreement, dated June 26, 2018. We appreciate this opportunity to work together. If you have any questions, please contact me at your convenience.

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Colusa County – CSA No. 2 Stonyford
Well 2 and Pipeline Replacement Project
Authorizations and Invoices for SUSP Services

Task Order No. 4
Dated 5/20/2022
$76,750

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

Task Order No.: SUSP-04
Dated: May 20, 2022

Professional Services Agreement, dated June 26, 2018
Specialized Utility Services Program (SUSP) and
County of Colusa (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and County of Colusa, dated June 26, 2018, is hereby modified as follows:

Item A – Scope of Work:

Construction Management Support Services and Field Observations
SUSP will provide preconstruction, well drilling and construction, wellhead completion, and pipeline construction management support services and field observations as well as a Closeout Report during the upcoming water well replacement and pipeline project for Colusa County CSA 2 in Stonyford, California as defined in the attached SUSP proposal, dated May 20, 2022.

Item B – Schedule:

Construction management support services will be provided during construction and closeout activities as outlined in the attached proposal. Drilling has been completed and connection of the new well 1A is anticipated to be completed by June 30, 2022.

Item C – Budget and Rate Schedule:

Not to exceed $76,750 based on the itemized budget presented in the attached SUSP proposal, dated May 20, 2022.

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

By: _____

Date: 5/25/2023

For Client:
County of Colusa

By: _____

Date: 5/25/2023

Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITY SERVICES PROGRAM

May 20, 2022

Colusa County Department of Public Works
1215 Market Street
Colusa, California 95932

Attn: Michael Azevedo, Director

RE: Task Order Proposal for
Task Order No. SUSP-04
Hydrogeological and Engineering Support Services
Well 2 and Pipeline Replacement Project
Colusa County CSA 2, Stonyford, California

Dear Mr. Azevedo,

Specialized Utilities Services Program (SUSP), a subsidiary of California Rural Water Association (CRWA), has been providing hydrogeological and engineering field support and construction management services during construction of Well 2 and the pipeline replacement as part of the water well replacement and pipeline project for Colusa County CSA 2 in Stonyford, California. This work has been conducted under our Professional Services Agreement, dated June 26, 2018.

This letter requests a new task order (Task Order No. 4) to cover additional costs due to unanticipated field and work conditions that have extended the project schedule. The following describes the additional services and the estimated budget for these services.

Scope of Additional Services

As you are aware, the drilling activities were more difficult than anticipated as documented in the Well Construction Report, Technical Memorandum dated November 1, 2021. SUSP worked with Colusa County and Maggiora Brothers Drilling (Maggiora) to install replacement Well 2 under conditions that required significantly more time than anticipated.

The construction contract with Maggiora was approved in early November 2020 and the drilling did not begin until February 2021 due COVID-19 related sicknesses within Maggiora's field crews. The initial pilot boring was drilled without incident, although excessive caving of the borehole sidewalls occurred due to the gobbles and sand geologic conditions encountered. Setting and developing the temporary well were difficult due to the caving sidewalls. The e-log, flow profile testing, and water quality assessment showed unacceptable water quality in Well 2 at deeper depths and a low flow capacity. As such, the well construction details were redesigned and the modified design was coordinated with Colusa County and the State Water Resources Control Board, Division of Drinking Water (DDW).

Reaming the borehole and installing Well 2 did not begin until June 2021 due to material availability and equipment scheduling issues with Maggiora during April and May. Well development took longer than anticipated, taking approximately 18 days between June 30 and July 27, 2021. Development also

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Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

SUSP
SPECIALIZED UTILITY SERVICES PROGRAM

continued through capacity testing that was conducted in August and September 2021 when additional tests were conducted to achieve the higher flow rates with improved water quality.

The well pump at Well 2, pipeline, and electrical connections were installed during September 2021. SUSP provided oversight and coordination and this work was completed as planned.

The schedule delays and drilling complications required additional SUSP coordination and field oversight. As such, the SUSP's authorized budget was approximately 80% expended while one well was finished and there was one well remaining to be drilled and constructed.

Well 1A Activities

The design included abandoning the existing Well 1 and installing a replacement well. Given the low production of Well 2, it was agreed to keep Well 1 in service and install a new well (Well 1A) instead of a replacement well at the same location per the design. SUSP evaluated a variety of alternatives to improve Well 1 and worked with Maggiora to modify the drilling methods for Well 1A.

The previous repairs to Well 1 are the best that can be easily achieved due to the well diameter. The drilling method for Well 1A was modified from mud rotary that was used on Well 2 because there is a possibility that the drilling fluid muds could be drawn into Well 1. Well 1A was drilled using a reverse circulation drilling method with water as the drilling fluid. It was expected that this method would be able to drill the boring and construct the well in a much shorter time frame than mud rotary. This, however, was not the case.

Coordinating the drilling schedule with Maggiora, SUSP anticipated that Well 1A would be constructed in November 2021 and developed during early December. Very little progress was made in November and December while Maggiora used two crews to drill 24 hours per day. SUSP investigated alternative drilling methods and arranged for another drilling contractor (Cascade) to finish the work. After their further review of the project, Cascade withdrew their bid to conduct the work. Maggiora modified their equipment and continued drilling off-and-on through January and February until the design depth was reached on March 2, 2022. The well was constructed, and aquifer pump tests were conducted on March 23, 2022.

The wellhead completion and pipeline connections are scheduled to begin on May 24, 2022. The electrical design has been modified slightly to accommodate operating the existing Well 1 and the new Well 1A independently. SUSP anticipates that the wellhead completion work can be completed in one week with follow-up work continuing into early June 2022.

SUSP proposes to continue providing construction management support services and field observations of the remaining construction and startup activities. Final project documentation will also be provided including the Well 1A closeout report and as-built drawings for the wellhead completions and pipelines.

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Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

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Estimated Budget

To complete the project work described above, SUSP anticipates the following costs:

Task 1 - Redesign Well 1A, alternative drilling methods, project management, coordination with Maggiora and additional field staff	$ 9,400
Task 2 - Well Drilling Oversight, Well Design, Well Construction and Testing Observations	$ 36,250
Task 3 - Wellhead Completion, Pipeline, and Electrical Construction, Final Inspections, and Startup Testing	$ 14,900
Task 4 - Construction Closeout, Report and As-Built Dwgs	$ 16,200
Requested Budget Increase	**$ 76,750**

SUSP proposes to conduct this work under the terms and conditions of our Professional Services Agreement, dated June 26, 2018. We appreciate this opportunity to work together. If you have any questions, please contact me at your convenience.

Sincerely,

Dustin Hardwick
Director of Resource Development
Phone: (760) 920-0842
Email: dhardwick@calruralwater.org

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Attachment: 11-12-24 Specialized Utility Service Program, Inc. (10250 : Closed session - liability claim)

COUNTY OF COLUSA, CA **10.2**

Request For County Board of Supervisors Action

MEETING DATE: **January 14, 2025**

DEPARTMENT: **County Counsel**

FROM: **Richard Stout**

SUBJECT: **EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.).**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.).

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA **10.3**

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**County Counsel**
FROM:	**Richard Stout**
SUBJECT:	**EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Cortina Integrated Waste Management Inc. v. Pacific Regional Director Bureau of Indian Affairs (Cortina Rancheria Kletsel Dehe Band of Wintun Indians) Case No. IBIA 19-058**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Cortina Integrated Waste Management Inc. v. Pacific Regional Director Bureau of Indian Affairs (Cortina Rancheria Kletsel Dehe Band of Wintun Indians) Case No. IBIA 19-058

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**January 14, 2025**
DEPARTMENT:	**Community Development Department**
FROM:	**Greg Plucker**
SUBJECT:	**Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Map Amendment, and Zoning Map Amendment to allow for the establishment of the Harmony Valley Elderberry Longhorn Beetle Conservation Bank**

Public Hearing and approval of a Resolution adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program, and approving a General Plan Amendment changing the land use designation of approximately 62+ acres of land from Agriculture General (AG) to Resource Conservation (RC).

Further, introduction, by title only, and passage of an Ordinance to change the zoning classification of said land from Exclusive Agriculture (E-A) to Resource Management (R-M).

Further, approve the Reservation and Discount Agreement for **the Harmony Valley Elderberry Longhorn Beetle Conservation bank with Westervelt Ecological Services**.

Detailed Description/Background of Request

The proposed project would amend the General Plan land use designation and zoning classification of approximately 62 acres of land to allow for the establishment of the Harmony Valley Elderberry Longhorn Beetle (VELB) mitigation bank. The project would provide mitigation credits for impacts to the VELB by developing habitat that would be protected and maintained in perpetuity. The change in the General Plan and Zoning land use designations are necessary to allow for the proposed mitigation bank.

A Public Hearing was held on this item at the Planning Commission's December 4, 2024 meeting. No public comments were received. During the Planning Commission's review, the Commission considered the design of the project to ensure that it did not create impacts to agricultural operations occurring in the area. Based on the project characteristics, the Commission was satisfied that it did not and the Planning Commission concurred with staff's recommendation and by a unanimous 5-0 vote, voted to recommend approval of the General Plan and Zoning Amendments to the Board of Supervisors. Attached are the Planning Commission's resolution recommending approval and the accompanying staff report.

Summary

The proposed project would provide approximately 1,478 mitigation credits for unavoidable impacts to VELB by developing suitable habitat that would be protected and maintained in perpetuity (Harmony Valley Elderberry Longhorn Beetle Conservation Bank). These mitigation credits would be available for purchase for the use in other development projects (in and out of the County) that require VELB mitigation due to their project's impacts on VELB habitat.

The 62-acre project site is currently designated Agriculture General (AG) by the General Plan, and has a zoning classification of Exclusive Agriculture (E-A). The property has historically been maintained as a walnut orchard. In late 2022/early 2023, walnut trees were removed by the former landowner in the southern portion of the project site. The remaining walnut trees in the northern portion of the project site were removed in late 2023. The Sacramento River levee extends along the western side of the property.

According to the General Plan, the Resource Conservation (RC) designation identifies areas with natural resources that should be retained and managed in perpetuity. The Resource Management (R-M) zoning classification identifies areas where the managed and protection of natural resources is appropriate, or where natural resource conservation easements have been applied that restrict development of the land.

The County's General Plan contains several provisions relating to habitat conservation including: Policy AG 2-12, Policy LU 1-27, Action LU 3-H, Policy AG 1-14, and Policy CON 1-3. The proposed project would be consistent with these applicable General Plan policies. In addition, developing mitigation banks within the County that can provide habitat mitigation for projects within the County would meet the General Plan provisions for the prioritization of the purchase of mitigation credits by local developers through the attached reservation and discount agreement. This agreement is modeled after the recently approved mitigation bank credit and reservation agreement approved for the Sacramento River VELB mitigation bank.

The proposed agreement requires that 44 credits be reserved for the use by the County and allows the County to assign these credits to another party for their use. The 44 credits is approximately 3 percent of the anticipated credits that would be available; the same percentage of the credits reserved in the Sacramento VELB consideration bank. As with the Sacramento River VELB agreement, the purchase of the County's credits would be at a 20 percent discount and should the County not purchase or assign the credits to a third party, then 20 percent of the gross proceeds from the sale of the credits would be transferred directly to the County. Should the County purchase, or assign, the 44 credits within five years, then the County can purchase, or assign, additional credits (if available) at a 10 percent discount.

The reservation of discounted credits and the assignment of credits have been considered by the Board as an appropriate mechanism to address the General Plan requirements.

With respect to the zoning, Section 44-2.60.30 (Allowed Uses in the Natural Resources Zones) of the Zoning Code allows Habitat Mitigation and Management as a permitted use within the proposed Resource Management (R-M) zoning classification. Section 44-0.10 (Definitions) of the Zoning Ordinance defines "Habitat Management" as the active management of land or natural resources for the purposes of providing compensatory mitigation for off-site projects and "Habitat Mitigation" as the establishment of a mitigation bank for the purposes of offsetting or mitigating impacts to sensitive habitat that occurred in an off-site location. The proposed project meets these definitions.

Issues and Concerns

Based on the Board's previous mitigation bank approvals, a main concern in reviewing the project was to ensure that a mitigation bank credit reservation and discount agreement was included to provide an overall benefit to the County to offset the removal of agricultural activities. The General Plan Amendment and Zoning Amendment is contingent upon the Board approval of the reservation and discount agreement.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

Contingent upon approval, obtain the necessary signatures, publish the Ordinance, and send a signed electronic copy of the ordinance, resolution, and discount agreement to the Community Development Director.

ATTACHMENTS:

- PD 23-48 BOS Resolution for GPA (DOCX)
- Exhibit "A" and Exhibit "B" GPA Resolution (PDF)
- PD 23-48 BOS ZA Ordinance 2025 01 14 (DOCX)
- PC SIGNED Resolution 24-014 (PD-23-48) (PDF)
- 2024 12 04 Planning Commission Agenda Staff Report (PDF)
- Harmony Reservation and Discount Agreement (DOCX)

RESOLUTION NO. 25- ____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT (PD-23-48) CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 62 ACRES OF LAND (APN: 012-170-032)

WHEREAS, an application was filed by Westervelt Ecological Services requesting a General Plan Amendment (GPA) and a Zoning Amendment (ZA) on Assessor's Parcel Number (APN) 012-170-032, ("Property") to allow the 62±-acre project site to be restored to habitat for the federally listed Valley elderberry longhorn beetle;

WHEREAS, the General Plan Amendment application requested changing the General Plan Land Use Designation of the Property from Agricultural General (AG) to Resource Conservation (RC) as shown on Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, in accordance with California Government Code Sections 65353 et seq., the Colusa County Planning Commission has conducted a public hearing on December 4, 2024 on the proposed General Plan Amendment and the concurrent Zoning Amendment;

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all public comments and other evidence submitted at said hearing and staff's proposed environmental determination;

WHEREAS, in accordance with California Government Code Sections 65354 et seq., the Colusa County Planning Commission following its review and analysis of all evidence submitted during the public hearing adopted a resolution recommending that the Board of Supervisors approve the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and the requested General Plan Amendment;

WHEREAS, in accordance with State Law, the Board of Supervisors held a public hearing on January 14, 2025 which was noticed pursuant to all legal requirements; and

WHEREAS, the Board of Supervisors has reviewed and considered the staff report prepared by the Colusa County Community Development Department, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, the Planning Commission staff report, minutes and recommendation, and all comments submitted by the public at large.

Attachment: PD 23-48 BOS Resolution for GPA (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the public health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan is consistent with the General Plan goals, policies, and implementation programs.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby:

1. Adopt a Mitigated Negative Declaration (SCH Number 2024110070) for PD-23-48 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

   B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass a General Plan Amendment (PD-23-48) as shown on Exhibit "A" and approves the Mitigation Monitoring and Reporting Program (Exhibit "B" attached hereto and incorporated by reference) prepared by the Colusa County Community Development staff, attached to the Planning Commission staff report of December 4, 2024, and on file with the Colusa County Community Development Department.

3. This General Plan Amendment is contingent upon entering into a Mitigation Bank Credit Reservation and Discount Agreement between the County of Colusa and the project applicant. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB Mitigation Bank Reservation and Discount Agreement. In the event that said agreement is not approved and executed within six (6) months of this General Plan Amendment and accompanying Zoning Map amendment, both approvals shall lapse and the County of Colusa shall take the necessary actions to restore said land use designations.

Attachment: PD 23-48 BOS Resolution for GPA (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

PASSED AND ADOPTED, this 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By
_____

Patricia Rodriquez, Deputy

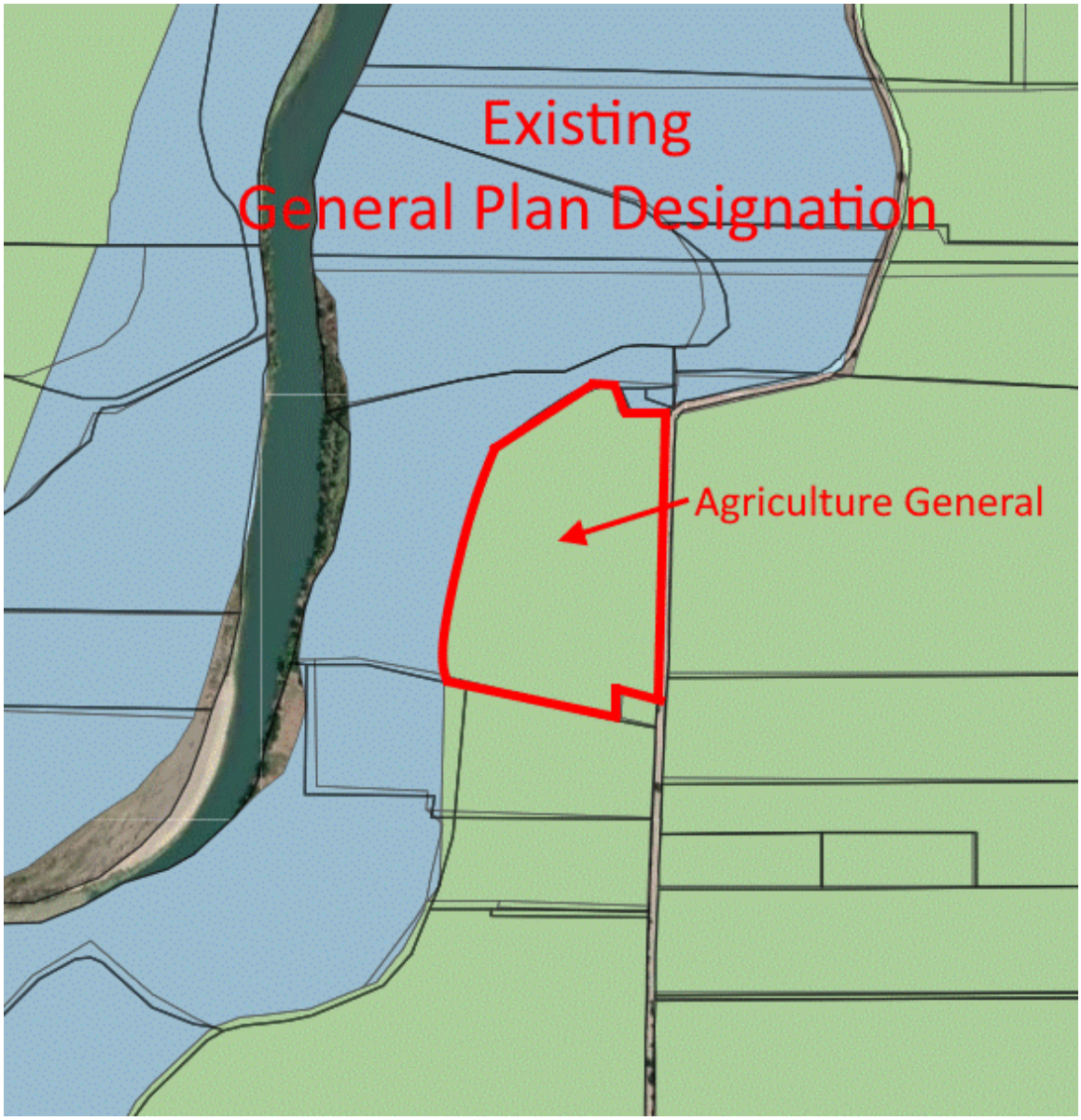
APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: PD 23-48 BOS Resolution for GPA (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Existing General Plan Land Use Designation – Agricultural General

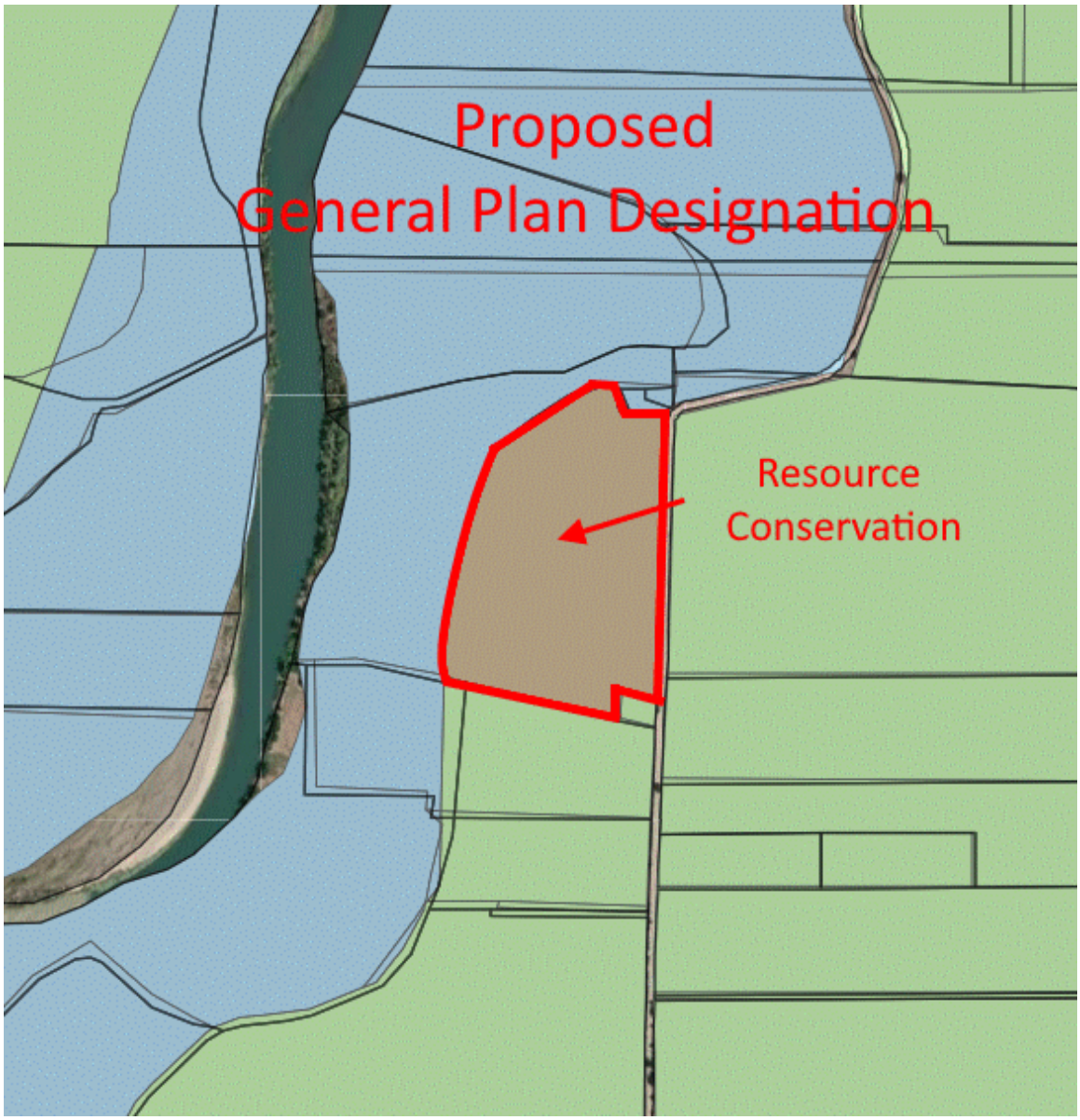


Project Site

Attachment: Exhibit "A" and Exhibit "B" GPA Resolution (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Proposed General Plan Land Use Designation – Resource Conservation



Project Site

Attachment: Exhibit "A" and Exhibit "B" GPA Resolution (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "B"

MITIGATION MONITORING AND REPORTING PROGRAM

USE PERMIT 23-48 - HARMONY CONSERVATION BANK

CEQA Section 21081.6 requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted along with a Mitigated Negative Declaration (MND) to ensure that proposed mitigation measures are implemented. The MMRP must specify what the mitigation measure requires, the entity responsible for monitoring the program, and when in the process it should be implemented. The following MMRP summary table includes the mitigation measures identified in the County of Colusa's (County's) initial study/mitigated negative declaration (IS/MND) for the Harmony Conservation Bank Project. This table also includes a column where responsible parties can check off monitoring and reporting actions as they are completed.

Mitigation Measure	Timing	Responsible Party	Completion Date and Initials
II. Agricultural and Forestry Resources			
AG-1: General Plan Amendment and Zoning Amendment. Prior to project implementation, the Colusa County Board of Supervisors shall approve the proposed General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) and Zoning Amendment change from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site.	Pre-Construction	County	
V. Cultural Resources			
CUL-1: Tribal Resources Sensitivity Training. Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation (YDWN) shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.	Pre-Construction	Developer	
CUL-2: Discovery or Recognition of Archaeological Resources During Construction. If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archeology,	During Construction	County/ Developer	

Attachment: Exhibit "A" and Exhibit "B" GPA Resolution (10236 : PD-23-48 (Harmony VELB Conservation

EXHIBIT "B"

shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include: obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls; and deposits of metal, glass, and/or ceramic refuse. If the County determines, based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous, that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to Northwest Information Center (NWIC) upon approval by the County, unless the document contains information that California Native American Tribes			

Attachment: Exhibit "A" and Exhibit "B" GPA Resolution (10236 : PD-23-48 (Harmony VELB Conservation

EXHIBIT "B"

involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.			
CUL-3: Discovery or Recognition of Human Remains During Construction. In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission shall be contacted within 24 hours if it is determined that the remains are Native American. The Native American Heritage Commission shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	During Construction	County/ Developer	
CUL-4: Protection of WBC-01 and WBC-02. In order to protect archaeological resources WBC-01 and WBC-02, no plantings or any ground-disturbing activities shall occur within 50 feet of the boundaries of either site. Additionally, fencing shall be installed at the 50-foot buffer around WBC-02 to prevent driving through the sensitive area.	During Construction	County/ Developer	
XI. Land Use and Planning			
LU-1: Mitigation Bank Credit Reservation and Discount. A condition of approval shall be required that makes the General Plan land use designation change and Zoning Amendment approval contingent upon entering a mitigation bank credit and reservation agreement with the County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB Mitigation Bank Reservation and Discount Agreement, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the	Pre-Construction	County/ Developer	

Attachment: Exhibit "A" and Exhibit "B" GPA Resolution (10236 : PD-23-48 (Harmony VELB Conservation

ORDINANCE NO. 25 -

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING THE COUNTY ZONING MAPS (PD-23-48) FOR ASSESSOR'S PARCEL NUMBER (APN) 012-170-032 FROM THE EXCLUSIVE AGRICULTURE (E-A) ZONING DESIGNATION TO THE RESOURCE MANAGEMENT (R-M) ZONING DESIGNATION

The Board of Supervisors for the County of Colusa ordains as follows:

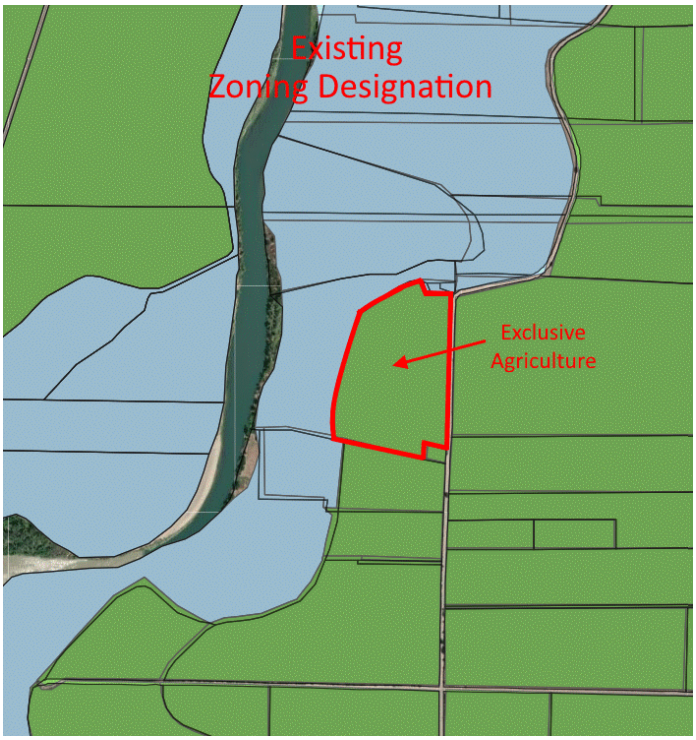
SECTION 1

The provisions of this ordinance are subject to the Mitigated Negative Declaration (SCH Number 2024110070) and Mitigation Monitoring and Reporting Program for PD-23-48 that the Board of Supervisors has adopted for the concurrent General Plan Amendment under PD-23-48.

SECTION 2.

The official zoning maps of Colusa County are amended to change the zoning designation of 62± acres of land identified as APN: 012-170-032 from the Exclusive Agriculture (E-A) Zoning Designation to the Resource Management (R-M) Zoning Designation as shown below.

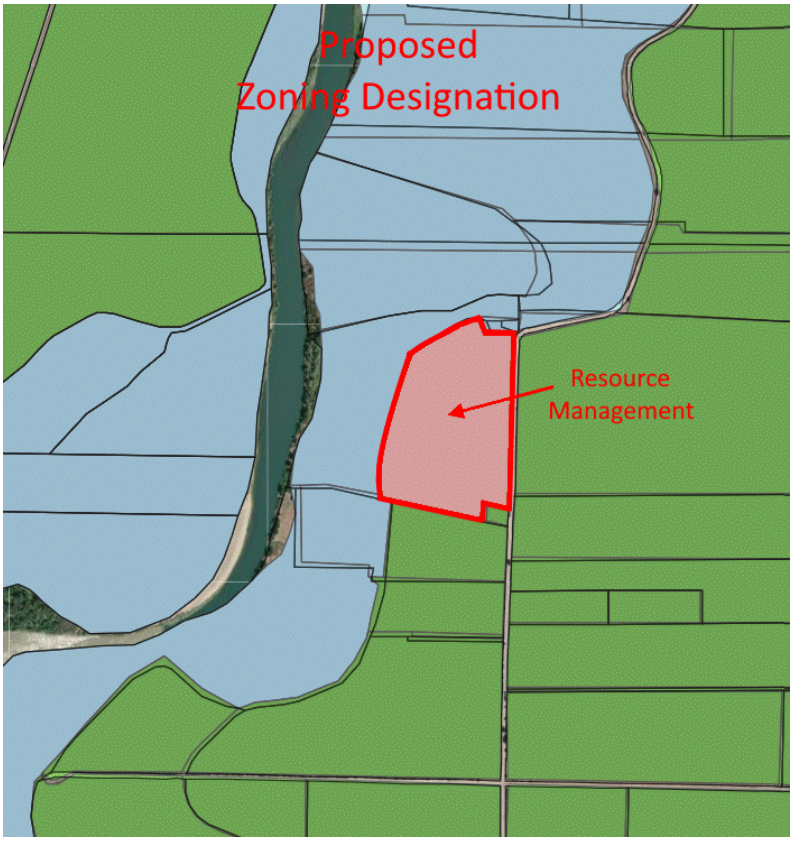
Existing Zoning – Exclusive Agriculture (E-A)



Project Site

Attachment: PD 23-48 BOS ZA Ordinance 2025 01 14 (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

Proposed Zoning – Resource Management R-M



Project Site

SECTION 3.

The provisions of this ordinance are severable and if any of said provisions or their application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 4.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Attachment: PD 23-48 BOS ZA Ordinance 2025 01 14 (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

Introduced, passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 14th day of January, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: PD 23-48 BOS ZA Ordinance 2025 01 14 (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

RESOLUTION 24 -014

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THE BOARD OF SUPERVISORS ADOPT A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING REPORTING PROGRAM, AND APPROVE A GENERAL PLAN AMENDMENT AND ZONING AMENDMENT (PD-23-48) FOR THE HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK PROJECT

WHEREAS, on December 4, 2023 an application was filed by Dayna Winchell (Westervelt Ecological Services) requesting a General Plan Amendment (GPA) and Zoning Amendment (ZA) on 62.0± acres of land on Assessor's Parcel Number (APN) 012-170-032, ("Property"), to allow for the creation of habitat for the Valley elderberry longhorn beetle (VELB);

WHEREAS, the application requests amending the General Plan designation for the Property from Agriculture General (AG) to Resource Conservation (RC); and the Zoning classification from Exclusive Agriculture (E-A) to Resource Management (R-M) as shown on Exhibits "A" and "B" (attached draft Board Resolution and Ordinance);

WHEREAS, Colusa County is considered the Lead Agency under the California Environmental Quality Act (CEQA) for this project and has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed applications was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on December 4, 2024 for the proposed General Plan Amendment and Zoning Amendment (PD-23-24) for the Property as shown on Exhibits "A" and "B" attached to this Resolution; and

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all comments and evidence submitted into evidence at the hearing on the project and proposed Mitigated Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the public health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan amendment and Zoning amendment are consistent with the General Plan goals, policies, and implementation programs.

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a Mitigated Negative Declaration (SCH Number 2024110070) for PD-23-48 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

   B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass a General Plan Amendment and Zoning Amendment (PD-23-48) in substantially the form shown on Exhibit "A" and Exhibit "B", and approve the Mitigation Monitoring Program prepared by the Colusa County Community Development staff, attached to the Planning Commission staff report of December 4, 2024 as Exhibit "C", and on file with the Colusa County Community Development Department.

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 4th day of December 2024, by the following vote:

AYES: Commissioners Gerry Nall, Heath Krug, Kirk Pendleton, David McCullough and Elizabeth Yerxa.

NOES: None.

ABSENT: None.

Elizabeth Yerxa, Chair
Planning Commission

ATTEST: Greg Plucker, Secretary to the Planning Commission

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT (PD-23-48) CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 62 ACRES OF LAND (APN: 012-170-032)

WHEREAS, an application was filed by Westervelt Ecological Services requesting a General Plan Amendment (GPA) and a Zoning Amendment (ZA) on Assessor's Parcel Number (APN) 012-170-032, ("Property") to allow the 62±-acre project site to be restored to habitat for the federally listed Valley elderberry longhorn beetle;

WHEREAS, the General Plan Amendment application requested changing the General Plan Land Use Designation of the Property from Agricultural General (AG) to Resource Conservation (RC) as shown on Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, in accordance with California Government Code Sections 65353 et seq., the Colusa County Planning Commission has conducted a public hearing on December 4, 2024 on the proposed General Plan Amendment and the concurrent Zoning Amendment;

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all public comments and other evidence submitted at said hearing and staff's proposed environmental determination;

WHEREAS, in accordance with California Government Code Sections 65354 et seq., the Colusa County Planning Commission following its review and analysis of all evidence submitted during the public hearing adopted a resolution recommending that the Board of Supervisors approve the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and the requested General Plan Amendment;

WHEREAS, in accordance with State Law, the Board of Supervisors held a public hearing on January 14, 2025 which was noticed pursuant to all legal requirements; and

WHEREAS, the Board of Supervisors has reviewed and considered the staff report prepared by the Colusa County Community Development Department, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, the Planning Commission staff report, minutes and recommendation, and all comments submitted by the public at large.

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the public health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan is consistent with the General Plan goals, policies, and implementation programs.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby:

1. Adopt a Mitigated Negative Declaration (SCH Number 2024110070) for PD-23-48 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

   B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass a General Plan Amendment (PD-23-48) as shown on Exhibit "A" and approves the Mitigation Monitoring and Reporting Program prepared by the Colusa County Community Development staff, attached to the Planning Commission staff report of December 4, 2024, and on file with the Colusa County Community Development Department.

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

PASSED AND ADOPTED, this 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By
_____

Patricia Rodriquez, Deputy

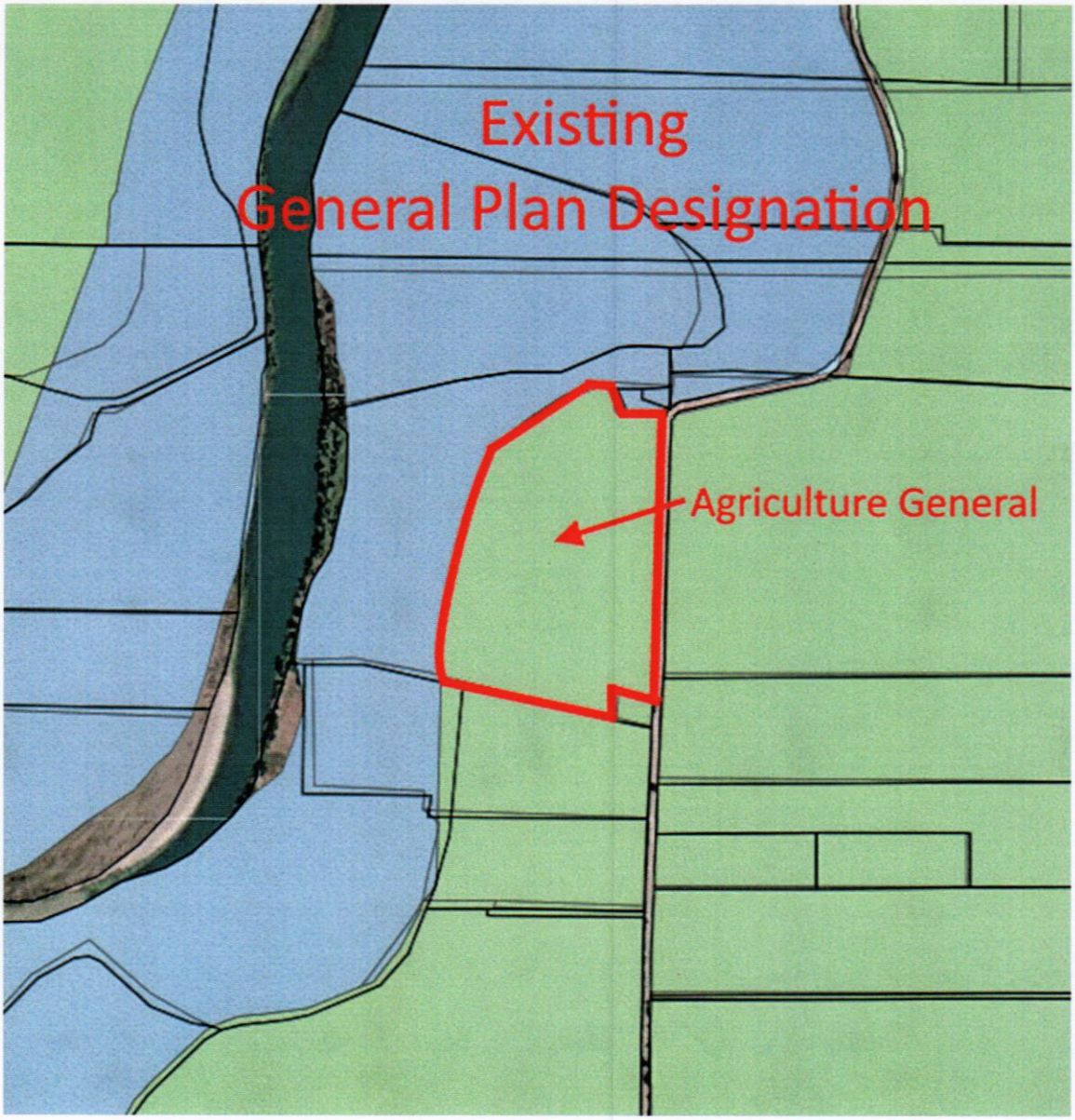
APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Existing General Plan Land Use Designation – Agricultural General

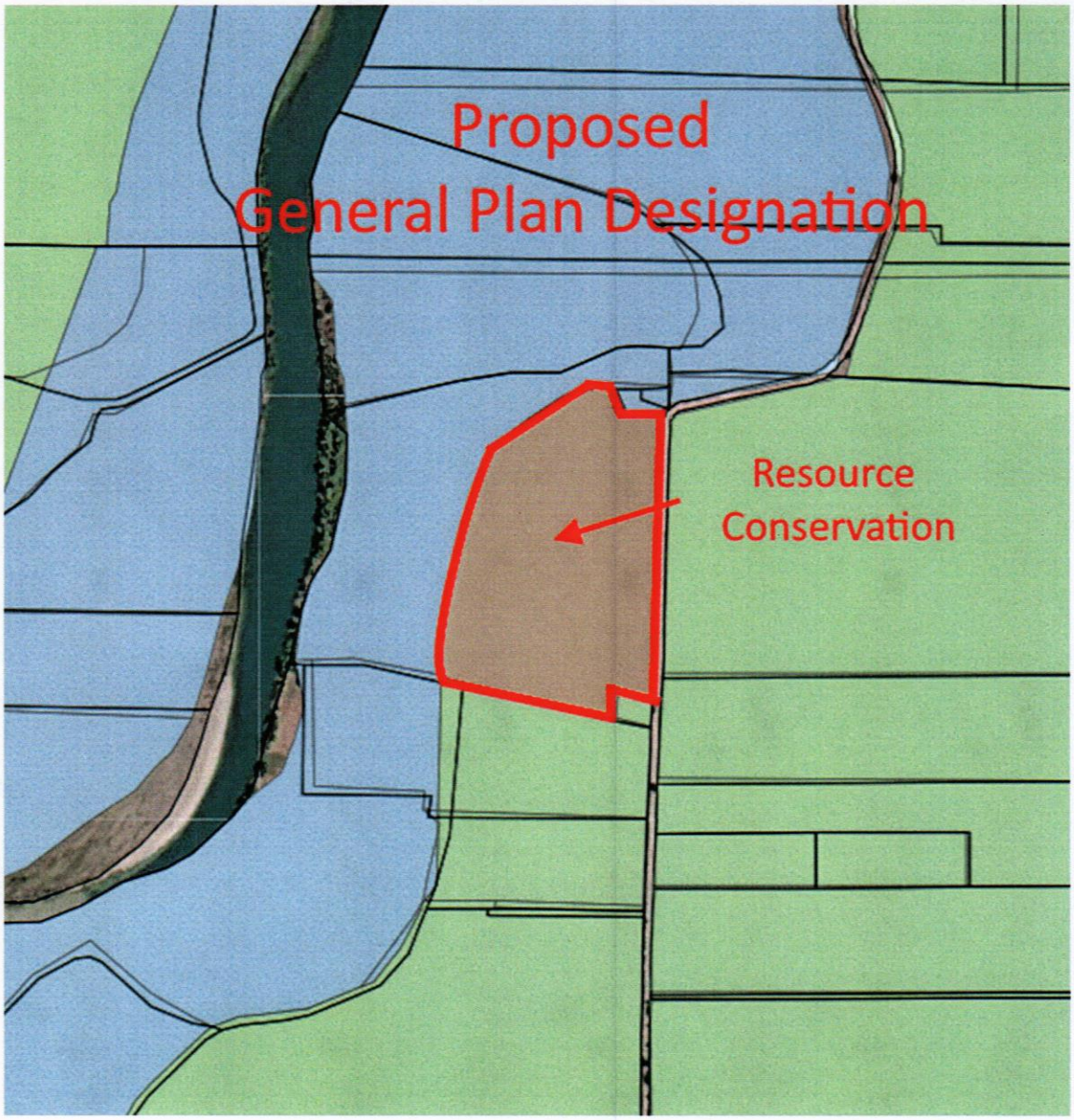


Project Site

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Proposed General Plan Land Use Designation – Resource Conservation



Project Site

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING THE COUNTY ZONING MAPS (PD-23-48) FOR ASSESSOR'S PARCEL NUMBER (APN) 012-170-032 FROM THE EXCLUSIVE AGRICULTURE (E-A) ZONING DESIGNATION TO THE RESOURCE MANAGEMENT (R-M) ZONING DESIGNATION

The Board of Supervisors for the County of Colusa ordains as follows:

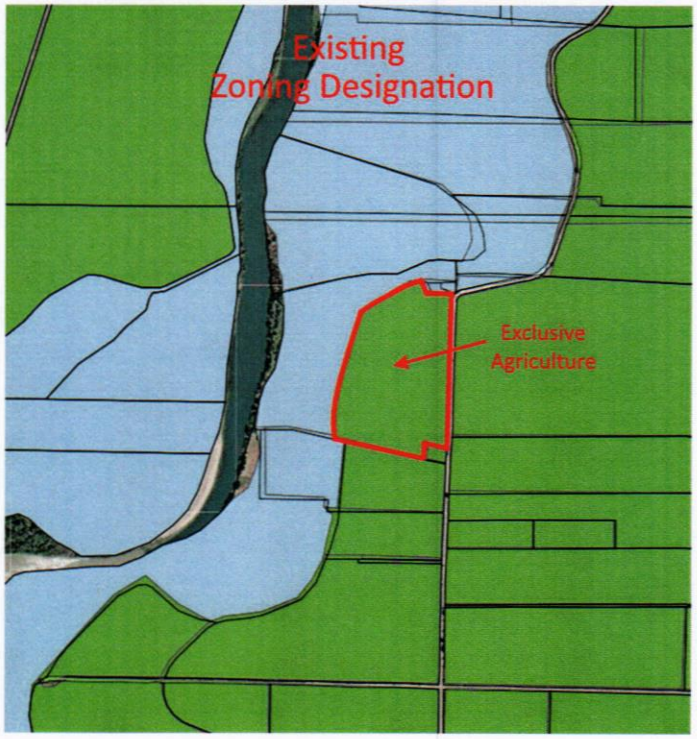
SECTION 1

The provisions of this ordinance are subject to the Mitigated Negative Declaration (SCH Number 2024110070) and Mitigation Monitoring and Reporting Program for PD-23-48 that the Board of Supervisors has adopted for the concurrent General Plan Amendment under PD-23-48.

SECTION 2.

The official zoning maps of Colusa County are amended to change the zoning designation of 62± acres of land identified as APN: 012-170-032 from the Exclusive Agriculture (E-A) Zoning Designation to the Resource Management (R-M) Zoning Designation as shown below.

Existing Zoning – Exclusive Agriculture (E-A)

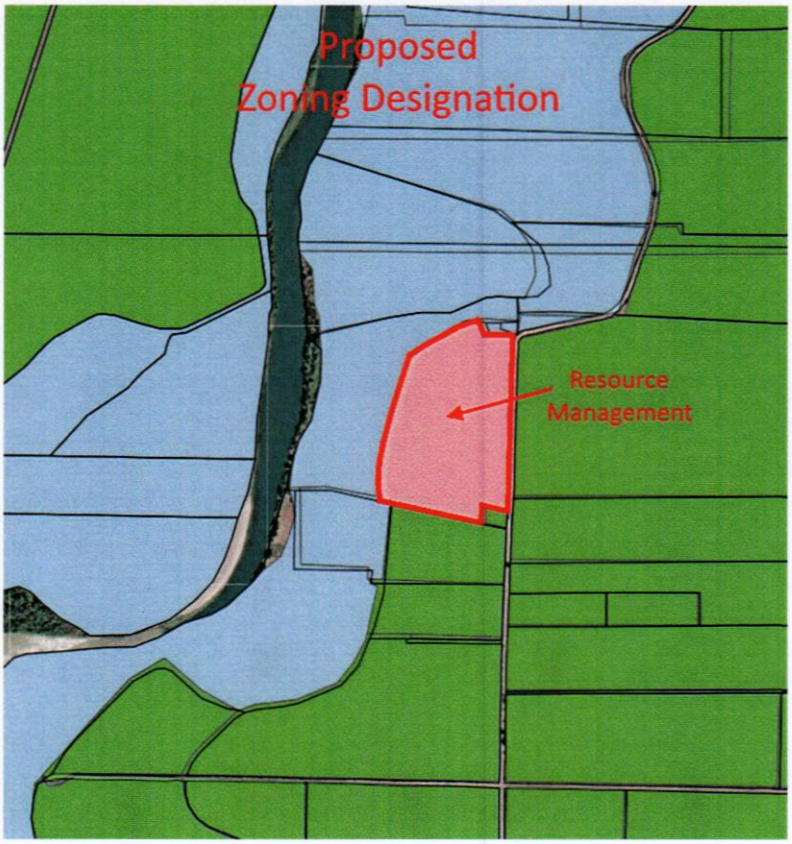


Project Site

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

Proposed Zoning – Resource Management R-M



Project Site

SECTION 3.

The provisions of this ordinance are severable and if any of said provisions or their application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

SECTION 4.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced, passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 14th day of January, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

EXHIBIT C

MITIGATION MONITORING AND REPORTING PROGRAM

USE PERMIT 23-48 - HARMONY CONSERVATION BANK

CEQA Section 21081.6 requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted along with a Mitigated Negative Declaration (MND) to ensure that proposed mitigation measures are implemented. The MMRP must specify what the mitigation measure requires, the entity responsible for monitoring the program, and when in the process it should be implemented. The following MMRP summary table includes the mitigation measures identified in the County of Colusa's (County's) initial study/mitigated negative declaration (IS/MND) for the Harmony Conservation Bank Project. This table also includes a column where responsible parties can check off monitoring and reporting actions as they are completed.

Mitigation Measure	Timing	Responsible Party	Completion Date and Initials
II. Agricultural and Forestry Resources			
AG-1: General Plan Amendment and Zoning Amendment. Prior to project implementation, the Colusa County Board of Supervisors shall approve the proposed General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) and Zoning Amendment change from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site.	Pre-Construction	County	
V. Cultural Resources			
CUL-1: Tribal Resources Sensitivity Training. Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation (YDWN) shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.	Pre-Construction	Developer	
CUL-2: Discovery or Recognition of Archaeological Resources During Construction. If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archeology,	During Construction	County/ Developer	

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include: obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls; and deposits of metal, glass, and/or ceramic refuse. If the County determines, based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous, that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to Northwest Information Center (NWIC) upon approval by the County, unless the document contains information that California Native American Tribes			

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.			
CUL-3: Discovery or Recognition of Human Remains During Construction. In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission shall be contacted within 24 hours if it is determined that the remains are Native American. The Native American Heritage Commission shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	During Construction	County/ Developer	
CUL-4: Protection of WBC-01 and WBC-02. In order to protect archaeological resources WBC-01 and WBC-02, no plantings or any ground-disturbing activities shall occur within 50 feet of the boundaries of either site. Additionally, fencing shall be installed at the 50-foot buffer around WBC-02 to prevent driving through the sensitive area.	During Construction	County/ Developer	
XI. Land Use and Planning			
LU-1: Mitigation Bank Credit Reservation and Discount. A condition of approval shall be required that makes the General Plan land use designation change and Zoning Amendment approval contingent upon entering a mitigation bank credit and reservation agreement with the County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB Mitigation Bank Reservation and Discount Agreement, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the	Pre-Construction	County/ Developer	

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

amount of time of the reservation, and other applicable factors detailed in said agreement.			

Attachment: PC SIGNED Resolution 24-014 (PD-23-48) (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

Meeting: 12/04/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Steve Geiger
Initiator: Steve Geiger
Sponsors:
DOC ID: 10204 A

PLANNING COMMISSION (ID # 10204)

Detail

Applicant:	Westervelt Ecological Services, LC	**File:**	PD-23-48 (Harmony VELB Conservation Bank)
General Plan:	Agriculture General (AG), Designated Floodway (DF)	**Zoning:**	Exclusive Agriculture (E-A), River Frontage (R-F)

Formal Title / Summary

Public Hearing and approval of a Resolution recommending the Board of Supervisors adopt a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, approve a General Plan Amendment to change the land use designation of approximately 62 + acres of land from Agriculture General (AG) to Resource Conservation (RC), and to change the zoning classification from Exclusive Agriculture (E-A) to Resource Management (R-M).

Action Requested

Public Hearing and approval of a Resolution recommending the Board of Supervisors adopt a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, approve a General Plan Amendment to change the land use designation of approximately 62 + acres of land from Agriculture General (AG) to Resource Conservation (RC), and to change the zoning classification from Exclusive Agriculture (E-A) to Resource Management (R-M).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed project includes consideration of a Mitigated Negative Declaration, a Mitigation Monitoring Program, an amendment to the General Plan designation from Agriculture General (AG) to Resource Conservation (RC), and a change in the zoning classification from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site. The project will restore the 62-acre project site to provide suitable habitat for the federally listed Valley elderberry longhorn beetle (VELB). The purpose of the project is to provide compensatory mitigation credits (mitigation bank) for unavoidable impacts to the VELB by developing suitable habitat that would be protected and maintained in perpetuity.

APN:

012-170-032

LOCATION:

The subject 62-acre property is located west of River Road, north of Gridley Road, and east of the Sacramento River, 2.75 miles south of Princeton.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

PROJECT AND SITE DESCRIPTION:

The proposed project would provide habitat for the federally listed Valley elderberry longhorn beetle (VELB) within a 62-acre project site. The proposed project would provide approximately 1,478 compensatory mitigation credits for unavoidable impacts to VELB by developing suitable habitat that would be protected and maintained in perpetuity (Harmony Valley Elderberry Longhorn Beetle Conservation Bank).

The proposed project would be designed to provide suitable habitat for VELB with a shrub-dominated riparian habitat. The proposed project would be designed to be consistent with the *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (USFWS 1999); however, the design treats the site holistically and is intended to mimic a natural system.

All site preparation would be conducted using traditional agricultural methods and equipment by Westervelt Ecological Services staff and the onsite farmer. Minimal disking would occur for site preparation and planting would occur by hand. During irrigation installation, there may be the need for some light trenching, up to 12 inches in depth maximum.

The created VELB habitat would be irrigated to help establish the plantings. The main irrigation system that is currently in place on the property would be used to drip irrigate the elderberry and native plantings. The water source would be the existing agricultural well on site. The VELB habitat would only be irrigated long enough to establish the plants. Irrigation of the plantings would taper and ultimately be discontinued within five years after planting. The amount of irrigation water used would be less than when the project site was planted as walnut orchard.

New elderberry plantings would be strategically placed to take advantage of the transplants as a potential beetle source, while making maximum use of the project site and utilizing a "natural" design. A minimum of 7,391 elderberry plantings are proposed on the site. Other plantings would consist of native species that are appropriate to the geographic location and site conditions. These include but are not limited to: box elder, black walnut, Fremont's cottonwood, Valley oak, California wild grape, arroyo willow and Coyote bush. A minimum of 7,391 of these associate trees and shrub plantings are proposed. A total of 20 workers at a time may install the plants.

A Westervelt staff member, or other qualified biologist, would observe and manage the initial planting for the proposed project on a weekly basis. They would direct planting to ensure the planting proceeds as approved by the U.S. Fish & Wildlife Service. Planting activities would be managed to ensure that the habitats are installed as designed and to avoid impacting sensitive habitat. Best management practices (BMPs) would be implemented prior to and during construction to protect existing elderberry shrubs and other resources. Habitat monitoring to document the achievements of performance

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

standards would begin immediately.

The project site would be monitored on a regular basis during the habitat establishment period to ensure that the proposed project is performing as designed and anticipated (one person, three days a year). After the establishment period, the project site would continue to be monitored on a regular basis to ensure the design of the proposed project provides long-term habitat for the Valley Longhorn Beetle. The need for corrective actions after the project site has stabilized is anticipated to be minor.

A mower is the only anticipated equipment needed for maintenance operations. Westervelt staff would perform all maintenance activities, most of which is related to mowing and irrigation. The amount of maintenance would decrease over time and would be less compared to historic farming needs on the project site.

Sheep grazing would be included on the project site during long term operations as part of vegetation management. Although it may vary by year, grazing would generally occur in the spring to early summer when the grasses and forbs are highly palatable. The number of sheep on the project site would range from 120 to 600 head. Duration would vary from one week to several weeks depending on the number of sheep. Fencing would be installed to keep the sheep within the project site.

The result of this effort would be the establishment of a habitat mitigation bank for the Valley Elderberry Longhorn Beetle. Approximately 1,478 compensatory mitigation credits would be available for purchase for the use by other development projects (in and out of the County) that require VELB mitigation due to their project's impacts on VELB habitat.

ANALYSIS:

General Plan and Zoning

The 62-acre project site is currently designated Agriculture General (AG) by the General Plan, and has a zoning classification of Exclusive Agriculture (E-A). The property has historically been maintained as a walnut orchard. In late 2022/early 2023 walnut trees were removed by the former landowner in the southern portion of the project site. The remaining walnut trees in the northern portion of the project site were removed in late 2023. The Sacramento River levee extends along the western side of the property. The property is not enrolled in the Williamson Act.

The County's General Plan contains several provisions relating the habitat conservation. The following is a brief overview of the applicable policies:

1.) Policy AG 2-12 precludes the fallowing of fields within conservation areas for the purpose of exporting water;

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

2.) Policy LU 1-27 calls for the participation in planning efforts related to a variety of issues, including habitat conservation to ensure that the needs of the County's residents and businesses are not overlooked;

3.) Action LU 3-H calls for the revision to the Zoning Ordinance to create a Resource Conservation or Habitat Management zoning district that accommodates active habitat conservation and management and incorporates the standards established by Policy CON 1-3;

4.) Policy AG 1-14 specifies that resource conservation activities should generally not occur on agriculturally designated lands;

5.) Policy CON 1-3 establishes requirements for habitat conservation that do occur on agricultural lands and establishes criteria for habitat conservation in the County that are proposed to mitigate projects outside of the County including:

- Prior notification to Colusa County;
- Consistency with the goals and policies of the Colusa County General Plan, particularly as related to planned growth, infrastructure, and agricultural preservation;
- Compensation to Colusa County for all lost direct and indirect revenue;
- Compatible with neighboring land uses;
- Located outside of urban and urban reserve areas;
- Secured water rights and infrastructure to economically maintain the proposed mitigation use;
- Requirements that existing agricultural operations continue to be farmed for commercial gain;
- Requirements that habitat management practices do not adversely impact adjacent agricultural operations;
- Prioritize purchase of mitigation credits by local developers; and
- Accommodation of recreational uses or public access, where appropriate.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

The proposed project would be consistent with these applicable General Plan policies. The project would not export any water and while the subject property was previously developed with a walnut orchard and is located on land that is currently designated as Agriculture General (AG) and has a zoning classification of Exclusive Agriculture (E-A), the applicant has filed this General Plan Amendment and Zoning Amendment to redesignate the property to Resource Conservation (RC) and change the zoning classification to Resource Management (R-M).

According to the General Plan, the Resource Conservation (RC) designation identifies areas with significant natural resources that should be retained and managed in perpetuity. This designation includes rangelands under federal ownership, the national Wildlife Refuges, wild and scenic lands, and habitat, watershed, and natural resource lands requiring management and protection. The Resource Management (R-M) zoning classification identifies areas where the managed and deliberate protection of natural resources is appropriate, or where natural resource conservation easements have been applied that restrict development of the land.

Developing mitigation banks within the County that can provide habitat mitigation for projects within the County would also meet the General Plan planning requirements for the prioritization of the purchase of mitigation credits by local developers. Mitigation Measure LU-1 requires that a mitigation bank credit and reservation agreement be entered into with the County of Colusa. Attached to the staff report is the agreement recently approved for the same applicant on a similar mitigation bank project (PD-23-43). The agreement requires that credits be reserved for the use by the County and allows the County to assign these credits to another party for their use. In addition, the purchase of the County's credits would be at a 20 percent discount to the retail price. Should the County not purchase or assign the credits to a third party before 5 years, then 20 percent of the gross proceeds from the sale of the credits would be transferred directly to the County. The reservation of discounted credits and the assignment of credits have been considered by the Board as an appropriate mechanism to address the General Plan requirements. As conditioned, the General Plan Amendment and Zoning Amendment will not become effective until the Board approves a similar mitigation bank credit reservation and discount agreement which would be processed subsequent to and contingent upon approval of the General Plan Amendment and Zoning Amendment.

With respect to the zoning, with the adoption of the 2014 Zoning Ordinance, Section 44-2.60.30 (Allowed Uses in the Natural Resources Zones) was established which allows Habitat Mitigation and Management as a permitted use within the site's proposed Resource Management (R-M) zoning classification. Section 44-0.10 (Definitions) of the Zoning Ordinance defines "Habitat Management" as the active management of land or natural resources for the purposes of providing compensatory mitigation for off-site projects and "Habitat Mitigation" as the establishment of a mitigation bank for the purposes of offsetting or mitigating impacts to sensitive habitat that occurred in an off-

site location. The proposed project meets these definitions.

Issues and Concerns

Based on the Board's previous mitigation bank approvals, a main concern in reviewing the project was to ensure that a mitigation bank credit reservation and discount agreement was included to provide an overall benefit to the County to offset the removal of agricultural activities. In addition, staff believed it was important that the design of the project did not create impacts to agricultural operations occurring in the area. Based on the project characteristics, staff does not anticipate that the mitigation bank would create any off-site impacts. This issue is discussed and analyzed in the project's environmental document.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Pursuant to CEQA, an Initial Study (IS)/Mitigated Negative Declaration (MND) was prepared for the project (Attached). Issues that had "Potentially Significant Impacts" included Agriculture and Forestry Resources, Cultural Resources, Land Use/Planning, Tribal Cultural Resources, and Mandatory Findings of Significance. While the IS/MND identified these potentially significant impacts, design features, operational aspects of the project, and six (6) mitigation measures have reduced these impacts to a less than significant level.

The IS/MND was circulated for public review and comment from November 4 through December 4, 2024. At the time this staff report was prepared, no comments had been received.

PUBLIC COMMENTS:

A public hearing notice was sent directly to adjacent property owners and posted in the newspaper. As of the writing of this staff report, no comments have been received.

SUMMARY

Staff believes the proposed project is consistent with the proposed General Plan Amendment and Zoning Amendment. No significant impacts to the environment or surrounding properties would occur with the implementation of design features, mitigation measures, and conditions of approval. The project has also been designed to be consistent with the three other mitigation bank projects the County has previously approved. Based on the totality of the record, staff is recommending the Planning Commission approve the attached resolution, recommending the Board of Supervisors approve the General Plan Amendment and Zoning Amendment.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

RESOLUTION 24 -

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THE BOARD OF SUPERVISORS ADOPT A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING REPORTING PROGRAM, AND APPROVE A GENERAL PLAN AMENDMENT AND ZONING AMENDMENT (PD-23-48) FOR THE HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK PROJECT

WHEREAS, on December 4, 2023 an application was filed by Dayna Winchell (Westervelt Ecological Services) requesting a General Plan Amendment (GPA) and Zoning Amendment (ZA) on 62.0± acres of land on Assessor's Parcel Number (APN) 012-170-032, ("Property"), to allow for the creation of habitat for the Valley elderberry longhorn beetle (VELB);

WHEREAS, the application requests amending the General Plan designation for the Property from Agriculture General (AG) to Resource Conservation (RC); and the Zoning classification from Exclusive Agriculture (E-A) to Resource Management (R-M) as shown on Exhibits "A" and "B" (attached draft Board Resolution and Ordinance);

WHEREAS, Colusa County is considered the Lead Agency under the California Environmental Quality Act (CEQA) for this project and has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed project;

WHEREAS, a Notice of Intent to adopt the proposed Mitigated Negative Declaration and Mitigation Monitoring Program for the proposed applications was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on December 4, 2024 for the proposed General Plan Amendment and Zoning Amendment (PD-23-24) for the Property as shown on Exhibits "A" and "B" attached to this Resolution; and

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all comments and evidence submitted into evidence at the hearing on the project and proposed Mitigated Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the public health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan amendment and Zoning amendment are consistent with the General Plan goals, policies, and implementation programs.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a Mitigated Negative Declaration (SCH Number 2024110070) for PD-23-48 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

   B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass a General Plan Amendment and Zoning Amendment (PD-23-48) in substantially the form shown on Exhibit "A" and Exhibit "B", and approve the Mitigation Monitoring Program prepared by the Colusa County Community Development staff, attached to the Planning Commission staff report of December 4, 2024 as Exhibit "C", and on file with the Colusa County Community Development Department.

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 4th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____
Elizabeth Yerxa, Chair
Planning Commission

ATTEST: Greg Plucker, Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
Patricia Rodriguez, Deputy Clerk

_____
Jennifer Sutton, Sr. Deputy County Counsel

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT (PD-23-48) CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 62 ACRES OF LAND (APN: 012-170-032)

WHEREAS, an application was filed by Westervelt Ecological Services requesting a General Plan Amendment (GPA) and a Zoning Amendment (ZA) on Assessor's Parcel Number (APN) 012-170-032, ("Property") to allow the 62±-acre project site to be restored to habitat for the federally listed Valley elderberry longhorn beetle;

WHEREAS, the General Plan Amendment application requested changing the General Plan Land Use Designation of the Property from Agricultural General (AG) to Resource Conservation (RC) as shown on Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, in accordance with California Government Code Sections 65353 et seq., the Colusa County Planning Commission has conducted a public hearing on December 4, 2024 on the proposed General Plan Amendment and the concurrent Zoning Amendment;

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all public comments and other evidence submitted at said hearing and staff's proposed environmental determination;

WHEREAS, in accordance with California Government Code Sections 65354 et seq., the Colusa County Planning Commission following its review and analysis of all evidence submitted during the public hearing adopted a resolution recommending that the Board of Supervisors approve the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and the requested General Plan Amendment;

WHEREAS, in accordance with State Law, the Board of Supervisors held a public hearing on January 14, 2025 which was noticed pursuant to all legal requirements; and

WHEREAS, the Board of Supervisors has reviewed and considered the staff report prepared by the Colusa County Community Development Department, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, the Planning Commission staff report, minutes and recommendation, and all comments submitted by the public at large.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the zone in which the land lies, and the use would not be injurious or detrimental to the public health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan is consistent with the General Plan goals, policies, and implementation programs.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby:

1. Adopt a Mitigated Negative Declaration (SCH Number 2024110070) for PD-23-48 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

   B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

2. Adopt and pass a General Plan Amendment (PD-23-48) as shown on Exhibit "A" and approves the Mitigation Monitoring and Reporting Program prepared by the Colusa County Community Development staff, attached to the Planning Commission staff report of December 4, 2024, and on file with the Colusa County Community Development Department.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

PASSED AND ADOPTED, this 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Colusa County Board of Supervisors

ATTEST:
Wendy G Tyler
Clerk to the Board of Supervisors

By
_____

Patricia Rodriquez, Deputy

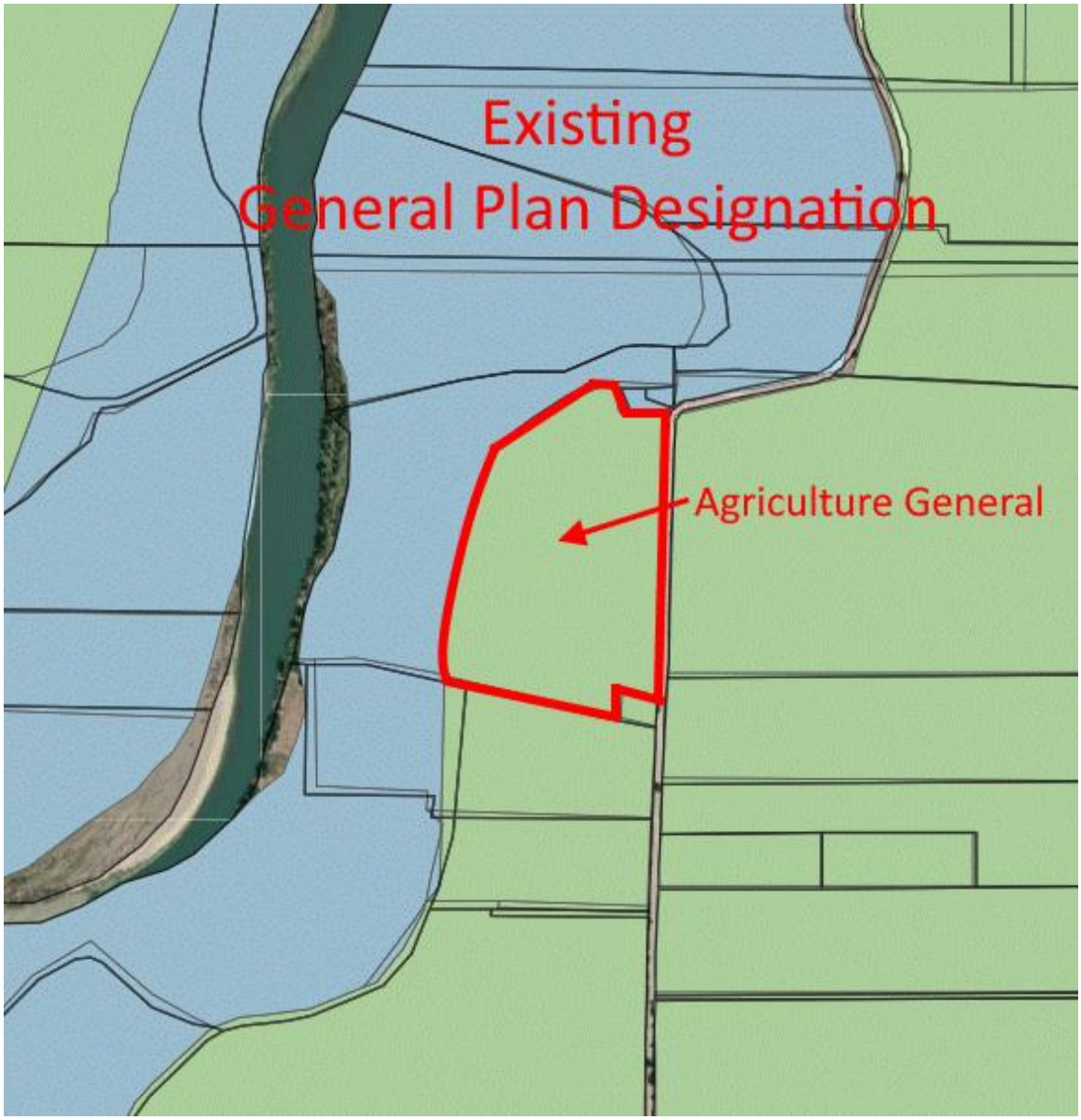
APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Existing General Plan Land Use Designation – Agricultural General

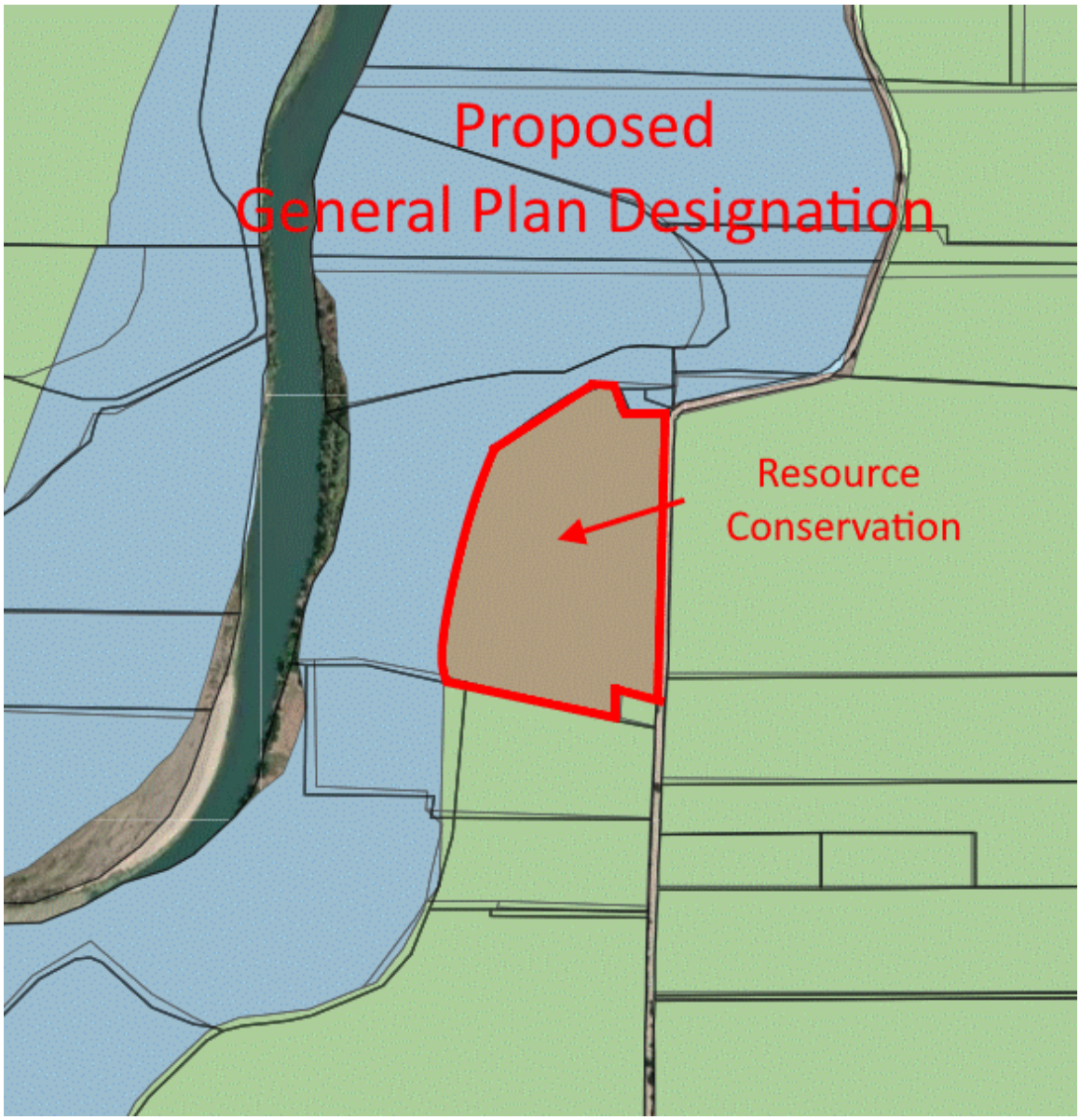


Project Site

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"
DRAFT BOARD OF SUPERVISORS
GENERAL PLAN MAP AMENDMENT (PD-23-48) RESOLUTION

Proposed General Plan Land Use Designation – Resource Conservation



Project Site

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING THE COUNTY ZONING MAPS (PD-23-48) FOR ASSESSOR'S PARCEL NUMBER (APN) 012-170-032 FROM THE EXCLUSIVE AGRICULTURE (E-A) ZONING DESIGNATION TO THE RESOURCE MANAGEMENT (R-M) ZONING DESIGNATION

The Board of Supervisors for the County of Colusa ordains as follows:

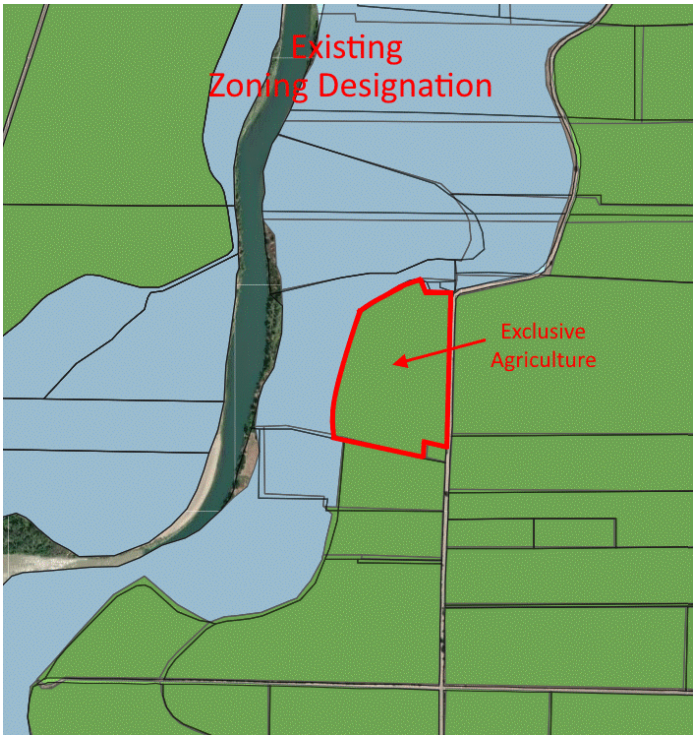
SECTION 1

The provisions of this ordinance are subject to the Mitigated Negative Declaration (SCH Number 2024110070) and Mitigation Monitoring and Reporting Program for PD-23-48 that the Board of Supervisors has adopted for the concurrent General Plan Amendment under PD-23-48.

SECTION 2.

The official zoning maps of Colusa County are amended to change the zoning designation of 62± acres of land identified as APN: 012-170-032 from the Exclusive Agriculture (E-A) Zoning Designation to the Resource Management (R-M) Zoning Designation as shown below.

Existing Zoning – Exclusive Agriculture (E-A)

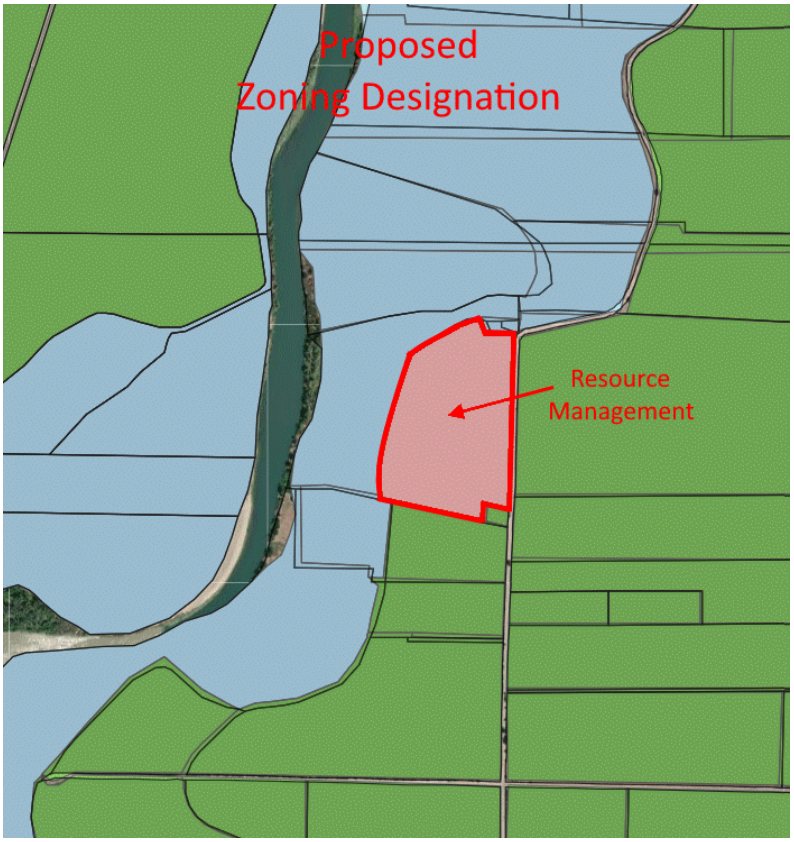


Project Site

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

Proposed Zoning – Resource Management R-M



Project Site

SECTION 3.

The provisions of this ordinance are severable and if any of said provisions or their application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT B
BOARD OF SUPERVISORS
DRAFT ZONING MAP AMENDMENT (PD-23-48)

SECTION 4.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced, passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 14th day of January, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT C

MITIGATION MONITORING AND REPORTING PROGRAM

USE PERMIT 23-48 - HARMONY CONSERVATION BANK

CEQA Section 21081.6 requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted along with a Mitigated Negative Declaration (MND) to ensure that proposed mitigation measures are implemented. The MMRP must specify what the mitigation measure requires, the entity responsible for monitoring the program, and when in the process it should be implemented. The following MMRP summary table includes the mitigation measures identified in the County of Colusa's (County's) initial study/mitigated negative declaration (IS/MND) for the Harmony Conservation Bank Project. This table also includes a column where responsible parties can check off monitoring and reporting actions as they are completed.

Mitigation Measure	Timing	Responsible Party	Completion Date and Initials
II. Agricultural and Forestry Resources			
AG-1: General Plan Amendment and Zoning Amendment. Prior to project implementation, the Colusa County Board of Supervisors shall approve the proposed General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) and Zoning Amendment change from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site.	Pre-Construction	County	
V. Cultural Resources			
CUL-1: Tribal Resources Sensitivity Training. Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation (YDWN) shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.	Pre-Construction	Developer	
CUL-2: Discovery or Recognition of Archaeological Resources During Construction. If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archeology,	During Construction	County/ Developer	

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include: obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls; and deposits of metal, glass, and/or ceramic refuse. If the County determines, based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous, that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to Northwest Information Center (NWIC) upon approval by the County, unless the document contains information that California Native American Tribes			

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.			
CUL-3: Discovery or Recognition of Human Remains During Construction. In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission shall be contacted within 24 hours if it is determined that the remains are Native American. The Native American Heritage Commission shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	During Construction	County/ Developer	
CUL-4: Protection of WBC-01 and WBC-02. In order to protect archaeological resources WBC-01 and WBC-02, no plantings or any ground-disturbing activities shall occur within 50 feet of the boundaries of either site. Additionally, fencing shall be installed at the 50-foot buffer around WBC-02 to prevent driving through the sensitive area.	During Construction	County/ Developer	
XI. Land Use and Planning			
LU-1: Mitigation Bank Credit Reservation and Discount. A condition of approval shall be required that makes the General Plan land use designation change and Zoning Amendment approval contingent upon entering a mitigation bank credit and reservation agreement with the County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB Mitigation Bank Reservation and Discount Agreement, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the	Pre-Construction	County/ Developer	

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

amount of time of the reservation, and other applicable factors detailed in said agreement.			

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

RESERVATION AND DISCOUNT AGREEMENT FOR SALE OF APPROVED VALLEY ELDERBERRY LONGHORN BEETLE BANK CREDITS (Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank)

This Reservation and Discount Agreement for Sale of Approved Valley Elderberry Longhorn Beetle Bank Credits (the "**Agreement**") is entered into this29th day of October 2024 (the "**Effective Date**"), by and between WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("**Mitigation Site Owner**") and COLUSA COUNTY, a political subdivision of the State of California ("**County**"), each referred to as a "**Party**" and jointly referred to as the "**Parties**," as follows:

RECITALS

A. The Mitigation Site Owner is in the process of developing and obtaining resource agency approvals for the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank (the "**Bank**") located in Colusa County, California.

B. Specifically, Mitigation Site Owner is seeking approval from the United States Fish and Wildlife Service ("**Service**") to sell conservation credits (each a "**Conservation Credit**" and collectively the "**Conservation Credits**") from the Bank (including the County Credits, as defined below), pursuant to the Bank Enabling Instrument that will be entered into for the Bank (the "**Bank Agreement**").

C. The Mitigation Site Owner is planning to implement the Bank in order to sell Conservation Credits to development projects that have environmental impacts which require compensatory mitigation. The exact number of Conservation Credits that will ultimately be secured is currently unknown due to the uncertainty of the review and approval processes by the Service. However, it is anticipated that there will be sufficient Conservation Credits to sell the County Credits (as defined below) to the County.

D. County desires the Mitigation Site Owner to reserve ten (10) Conservation Credits from the Bank (the "**County Credits**"), for sale to the County, or other public entities to which the County may in its sole discretion assign it mitigation credit purchase rights in whole or part ("**Assigns**") for public projects located in Colusa County, in accordance with the terms and conditions set forth herein.

E. Mitigation Site Owner desires to offer a discount on sales of County Credits to the County or its Assigns with respect to any County Credits subject to the reservation as described in Recital D above and sold by Mitigation Site Owner to County or its Assigns in accordance with the terms and conditions set forth herein.

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AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Reservation of County Credits for County Projects. Mitigation Site Owner hereby agrees to reserve the County Credits from the Bank in accordance with this Agreement. The above-described County Credits (i.e., 10 Conservation Credits) shall be reserved for a total period of five (5) years from the date that the Mitigation Site Owner notifies County in writing that it has obtained approval of Bank from the Service (the "**Reservation Period**"). However, in the event the remaining reserved County Credits are the only remaining available credits at the Bank prior to the conclusion of the five (5) year Reservation Period, Mitigation Site Owner shall provide the County with notice of Mitigation Site Owner's intent to close the Bank and right-of-first-refusal within sixty (60) days. Thereafter, County shall either exercise the right-of-first-refusal to purchase up to the remaining reserved County Credits or relinquish the remaining reserved County Credits within the 60-day period. If the County declines purchase all of the remaining reserved County Credits within such 60-day period, the Mitigation Site Owner may sell the remaining unpurchased previously-reserved County Credits (the "**Bank Closure Unpurchased Credits**") to any willing third-party to facilitate closure of the Bank, and shall have no further obligation to reserve or transfer such Bank Closure Unpurchased Credits to the County; provided, however, that after Mitigation Site Owner's sale of the remaining Bank Closure Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Bank Closure Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner.

2. Discount on Bank Credit Sales to County; Closings.

(a) Discount. Mitigation Site Owner hereby agrees that any County Credits reserved pursuant to Section 1 above and purchased by County or its Assigns will be offered to the County or its Assigns at a twenty percent (20%) discount from the retail price of the Conservation Credits (the "**Retail Price**"). The Retail Price shall be determined based upon the Mitigation Site Owner's then-current retail rate sheet for a private sale of such type/amount of Conservation Credits. In addition, if during the Reservation Period and after all of the reserved County Credits are purchased by the County or its Assigns, County or its Assigns may purchase additional Conservation Credits from the Bank from the Mitigation Site Owner if available at the time of such request, and any such purchase of additional Conservation Credits shall be offered to the County or its Assigns at a ten percent (10%) discount from the Retail Price.

(b) Closing Dates. The parties agree that the County Credits may be purchased at multiple closings in multiple phases, based upon the Conservation Credit release dates, as more particularly described below (each a "**Closing**" to occur on a "**Closing Date**"). For the purposes of this Agreement, each **"Closing Date"** shall be for the number of County Credits mutually agreed to by Mitigation Site Owner and County and shall occur on a date mutually agreed to by Mitigation Site Owner and County and that shall be after the date that Mitigation Site Owner notifies County in writing that it has obtained

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approval of Bank that can provide the applicable County Credits by the Service and has obtained approval for a Conservation Credit release from the Bank for the County Credits subject to such Closing. If County has not timely purchased the applicable County Credits as described above by the end of the five (5) year Reservation Period, then from and after such date, Mitigation Site Owner shall have the right to terminate this Agreement, and upon such termination Mitigation Site Owner shall have no further obligation to sell, and County shall have no obligation to purchase, any further unpurchased County Credits (the "**Reservation Expiration Unpurchased Credits**"), and in which event Mitigation Site Owner shall be free to sell the remaining ten (10) Reservation Expiration Unpurchased Credits to a third party; provided however, that after Mitigation Site Owner's sale of the remaining ten (10) Reservation Expiration Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Reservation Expiration Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner. County acknowledges that Mitigation Site Owner cannot guarantee that the County Credits will be available from specific Conservation Credit releases from the Bank, and that the Conservation Credits from the anticipated first and second credit releases from the Bank are already sold-out as of the Effective Date of this Agreement. As such, the County Credits will be made available for purchase by County from some combination (as determined by Mitigation Site Owner) of the third and/or subsequent credit releases from the Bank specified by Mitigation Site Owner.

3. Resource Agency Approval. All Conservation Credit sales must be approved by the Service prior to transfer of the credits.

4. Limitation of Rights Transferred. Any sale and transfer is not intended as a sale or transfer to County or its Assigns or Conservation Credit purchaser of a security, license, lease, easement, or possessory or non-possessory interest in real property, and does not grant any interest of the foregoing.

5. Monitoring and Reporting. The Mitigation Site Owner shall monitor and make periodic reports (no more frequently than annually) available to the County, upon request, on the status of the reservation and sale of Conservation Credits for public projects in the County.

6. Restriction of Transfer. All County Credits sold and transferred to the County or its Assigns or Bank credit purchaser shall be not-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose.

7. Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MITIGATION SITE OWNER:

WESTERVELT ECOLOGICAL SERVICES, LLC,
a Delaware limited liability company

By: _____ Date: 11-6-2024

Name: Travis Hemmen

Title: President

COLUSA COUNTY:

COLUSA COUNTY

By: _____ Date: 10/29/24

Name: Gary J. Evans

Title: Chairperson, Colusa County Board of Supervisors

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

_____
Tiffany Jorgensen, Deputy

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Attachment #1

RESOLUTION NO. 24-009

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING USE PERMIT PD-23-43 FOR THE SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

WHEREAS, Westervelt Ecological Services, LLC has applied for a Use Permit #PD-23-43 to establish a Habitat it Mitigation Bank for the Valley Elderberry Longhorn Beetle located at 4075 River Road (012-270-058) approximately 3.5 miles north of the City of Colusa; and

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this proposed project and has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed Use Permit; and

WHEREAS, a Notice of Public Hearing for consideration of the proposed Use Permit was published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a Public Hearing regarding the proposed Environmental Documents and Use Permit on September 4, 2024; and

WHEREAS, during the public hearing the Planning Commission considered all comments and testimony on the project and proposed Mitigated Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, and the written and oral testimony, and exhibits presented at the public hearing takes the following action:

I. Adopts a Mitigated Negative Declaration (SCH Number 2024060998) for PD-23-43 finding that:

A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

II. Approves the subject Use Permit with conditions as detailed in Exhibit "A" and the Mitigation Monitoring and Reporting Program detailed in Exhibit "B" both of which are attached hereto and incorporated by reference subject to the following Findings:

A. The proposed use is consistent with the General Plan and all applicable provisions of the Colusa County Zoning Code;

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

B. The establishment, maintenance or operation of the Habitat Mitigation Bank for the Valley Elderberry Longhorn Beetle will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of the proposed use; and

C. With the approval of the subject Use Permit, the project is consistent with the Colusa County Zoning Ordinance River Frontage (R-F) zoning designation.

PASSED AND ADOPTED this 4th day of September 2024 by the following vote:

AYES: Commissioners Dave McCullough, Heath Krug, Gerry Nall, Kirk Pendleton, and Elizabeth Yerxa.

NOES: None.

ABSENT: None.

Elizabeth Yerxa, Planning Commission Chair

ATTEST: Greg Plucker, Secretary to the Colusa County Planning Commission

Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

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Attachment #1

EXHIBIT "A"

COLUSA COUNTY PLANNING COMMISSION
USE PERMIT #23-43
SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

DATE: September 4, 2024

PERMIT NO.: UP #23-43

LOCATION: 4075 River Road
APN: 012-270-058

Pursuant to Colusa County's Zoning Ordinance, Westervelt Ecological Services, LLC is hereby granted a Use Permit in accordance with the application filed to establish a Habitat at Mitigation Bank for the Valley Elderberry subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. The use shall be limited to the project described in the SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK Environmental Checklist - Initial Study and Mitigate Negative Declaration of Environmental Significance (SCH No. 2024060998). Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the Zoning Administrator. Failure to comply with the conditions specified herein constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

C. All requirements of the Mitigation and Monitoring Program adopted by the Planning Commission in Exhibit "B" of the Commission's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

D. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

E. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"

Attachment #1

F. 1.) The project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply to meet the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The project developer shall comply with all other applicable Federal, State, and local laws, statutes, ordinances and regulations.

I. The project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. The approval of this Use Permit is contingent upon the property owner filing for Williamson Act Contract non-renewal of the area of the mitigation bank. Until such filing is made, the construction of the project shall not commence.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

EXHIBIT "A"

Attachment #1

K. The approval of this Use Permit is contingent upon the property owner entering into a Mitigation Bank Credit Reservation and Discount Agreement with County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the draft Mitigation Bank Credit Reservation and Discount Agreement attached to the Planning Commission Staff Report of September 4, 2024 and shall be mutually acceptable to the County and property owner. Until such agreement is executed, the construction of the project shall not commence.

L. Prior to commence of planting, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

M. This approval shall become effective ten (10) days from the date of this decision unless appealed pursuant to Section 44-1.80.080 of the County Code.

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Attachment #1

Exhibit "B"

MITIGATION MONITORING AND REPORTING PROGRAM
USE PERMIT PD-23-43 - SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

Mitigation Measure	Requirement	Timing	Responsible Party
AG-1. Williamson Act Cancellation	A condition of approval shall be required in County's Use Permit approval that the project site would be removed from the County's Williamson Act program.	Pre-Construction	County
CUL-1: Tribal Resources Sensitivity Training	Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance	Pre-Construction	Developer
CUL-2: Discovery or Recognition of Human Remains During Construction	In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The California Native American Heritage Commission (NAHC) shall be contacted within 24 hours if it is determined that the remains are Native American. The NAHC shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains	During Construction	Developer/County
LU-1: Mitigation Bank Credit Reservation and Discount	A condition of approval shall be required in County's Use Permit approval that a mitigation bank credit and reservation agreement be entered into with the County of Colusa in order for the use permit to become effective. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the recent Mitigation Bank Reservation and Discount Agreements, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the amount of time of the reservation, and other applicable factors detailed in said agreement.	Pre-Construction	County/Developer

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SCH Number 2024110070

HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK

Initial Study/Proposed Mitigated Negative Declaration

Prepared for
County of Colusa
Community Development Department

October 2024

ESA

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

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HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK

Initial Study/Proposed Mitigated Negative Declaration

Prepared for
County of Colusa
Community Development Department

October 2024

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ESA

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OUR COMMITMENT TO SUSTAINABILITY | ESA helps a variety of public and private sector clients plan and prepare for climate change and emerging regulations that limit GHG emissions. ESA is a registered assessor with the California Climate Action Registry, a Climate Leader, and founding reporter for the Climate Registry. ESA is also a corporate member of the U.S. Green Building Council and the Business Council on Climate Change (BC3). Internally, ESA has adopted a Sustainability Vision and Policy Statement and a plan to reduce waste and energy within our operations. This document was produced using recycled paper.

CONTENTS

Initial Study/Proposed Mitigated Negative Declaration

Page

Proposed Mitigated Negative Declaration MND-1
Environmental Checklist - Initial Study 1
Environmental Factors Potentially Affected 12
Environmental Checklist 13
Aesthetics 13
Agriculture and Forestry Resources 14
Air Quality 19
Biological Resources 21
Cultural Resources 26
Energy 30
Geology and Soils 31
Greenhouse Gas Emissions 33
Hazards and Hazardous Materials 34
Hydrology and Water Quality 36
Land Use and Planning 38
Mineral Resources 42
Noise 43
Population and Housing 44
Public Services 45
Recreation 46
Transportation 47
Tribal Cultural Resources 48
Utilities and Service Systems 51
Wildfire 53
Mandatory Findings of Significance 54

Figures

Figure 1 Regional Vicinity 2
Figure 2 Project Site 3
Figure 3 USGS Topography 4
Figure 4 Select CNDDB Species Occurrences 23

Tables

Table 1 Minimum Number of Elderberry Plantings and Associated Native Trees and Shrubs to be Planted 6
Table 2 Elderberry and Associated Native Plantings 7

Appendices

A Boyes-Coffman Property Biological Resources Study

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

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HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK

Proposed Mitigated Negative Declaration

Project Title: Harmony VELB Conservation Bank

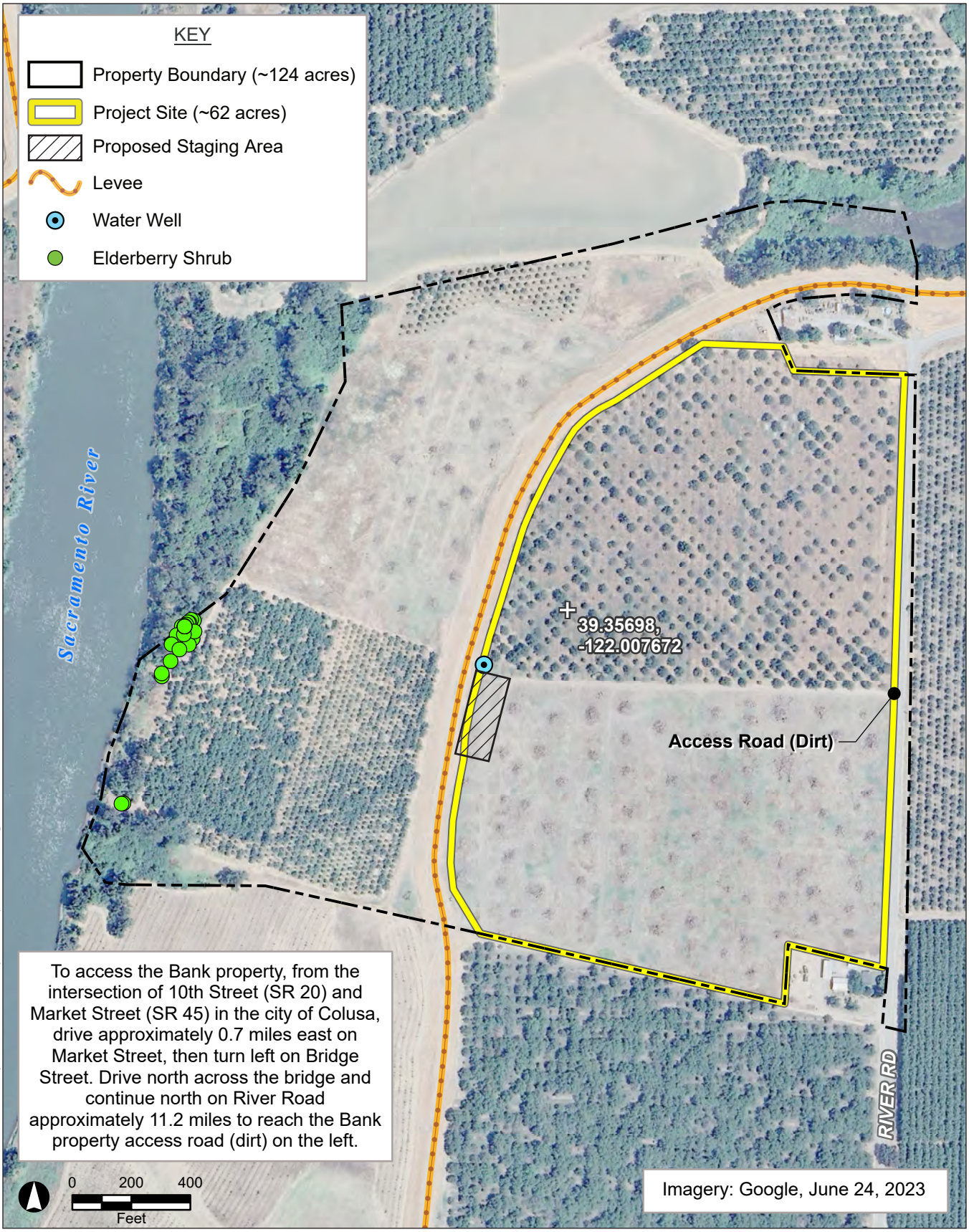
Lead Agency: County of Colusa Community Development Department

Project Location: The subject property is located just west of River Road and just east of the Sacramento River in Colusa County, approximately 9.5 miles north of the City of Colusa (Section 6 of Township 17 North, Range 1 West, Mount Diablo Base and Meridian, within the Moulton Weir U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle. The approximately 62-acre project site located in the eastern half of the subject property (identified as Assessor's Parcel Number 012-170-032 and as seen in **Figure MND-1**) is a subset of a larger property (approximately 130 acres, including Assessor's Parcel Number 012-170-069) owned by Westervelt Ecological Services, LLC (WES).

Project Description: The proposed project would provide habitat for the federally listed Valley elderberry longhorn beetle (VELB; *Desmocerus californicus dimorphus*) within a 62-acre project site. The proposed project would provide approximately 1,478 compensatory mitigation credits for unavoidable impacts to VELB by developing suitable habitat that would be protected and maintained in perpetuity.

The proposed project would be designed to provide suitable habitat for VELB with a shrub-dominated riparian habitat. The proposed project would be designed to be consistent with the *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (USFWS 1999); however, the design treats the site holistically and is intended to mimic a natural system.

All site preparation would be conducted using traditional agricultural methods and equipment by WES staff and the onsite farmer. Minimal disking would occur for site preparation and planting would occur by hand. During irrigation installation, there may be the need for some light trenching, up to 12 inches in depth, maximum.



D2023012B3.00 - WES Colusa County Conservation Bank Projects\05 Graphics-GIS-Modeling-USE AZURE\Illustrator

SOURCE: Westervelt Ecological Services

HCB Project

Figure MND-1
Project Site

ESA

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The created VELB habitat would be irrigated to help establish the plantings. The main irrigation system that is currently in place on the property would be used to drip irrigate the elderberry and native plantings. The water source would be the existing agricultural well on site. The VELB habitat would only be irrigated long enough to establish the plants. Irrigation of the plantings would taper and ultimately be discontinued within five years after planting. Habitat monitoring to document the achievements of performance standards would begin immediately.

Findings: An Initial Study/proposed Mitigated Negative Declaration (IS/MND) has been prepared to assess the proposed project's potential effects on the physical environment and the significance of those effects. Based on the analysis conducted in the IS, it is determined that implementing the proposed project would clearly not have any significant adverse effects on the environment with incorporation of the best management practices (BMPs) in the project description that would be implemented with the contract specifications and after adoption and implementation of mitigation measures. This conclusion is supported by the following findings:

The proposed project would have no effects on aesthetics, air quality, biological resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, mineral resources, noise, population and housing, public services, recreation, transportation, utilities and service systems, and wildfire.

The proposed project would have a less-than-significant impact on agriculture and forestry resources, cultural resources and tribal cultural resources, and land use and planning with the adoption and implementation of the mitigation measures proposed in the IS.

The proposed project would not have the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory.

The proposed project would not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.

The proposed project would not have possible environmental effects that are individually limited but cumulatively considerable and contribute to a significant cumulative impact. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The environmental effects of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly.

The proposed project incorporates BMPs in its project description that would be implemented with the contract specifications, as well as all mitigation measures listed below and described in the IS.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 472

MITIGATION MEASURES: The following mitigation measures will be implemented as part of the project to avoid, minimize, rectify, reduce or eliminate, or compensate for potentially significant environmental impacts. Implementation of these mitigation measures would reduce the potentially significant environmental impacts of the proposed project to less-than-significant levels:

Mitigation Measure AG-1: General Plan Amendment and Zoning Amendment

Prior to project implementation, the Colusa County Board of Supervisors shall approve the proposed General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) and Zoning Amendment change from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site.

Mitigation Measure CUL-1: Tribal Resources Sensitivity Training

Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation (YDWN) shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.

Mitigation Measure CUL-2: Discovery or Recognition of Archaeological Resources During Construction

If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archeology, shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include: obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls; and deposits of metal, glass, and/or ceramic refuse.

If the County determines, based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous, that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment

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plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to Northwest Information Center (NWIC) upon approval by the County, unless the document contains information that California Native American Tribes involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.

Mitigation Measure CUL-3: Discovery or Recognition of Human Remains During Construction

In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission shall be contacted within 24 hours if it is determined that the remains are Native American. The Native American Heritage Commission shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

Mitigation Measure CUL-4: Protection of WBC-01 and WBC-02

In order to protect archaeological resources WBC-01 and WBC-02, no plantings or any ground-disturbing activities shall occur within 50 feet of the boundaries of either site. Additionally, fencing shall be installed at the 50-foot buffer around WBC-02 to prevent driving through the sensitive area.

Mitigation Measure LU-1: Mitigation Bank Credit Reservation and Discount

A condition of approval shall be required that makes the General Plan land use designation change and Zoning Amendment approval contingent upon entering a mitigation bank credit and reservation agreement with the County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB Mitigation Bank Reservation and Discount Agreement, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the amount of time of the reservation, and other applicable factors detailed in said agreement.

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HARMONY VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK

Environmental Checklist - Initial Study

1. **Project Title:** Harmony VELB Conservation Bank

2. **Lead Agency Name and Address:** Colusa County Community Development Department, Planning Division 1213 Market Street, Colusa, CA 95932

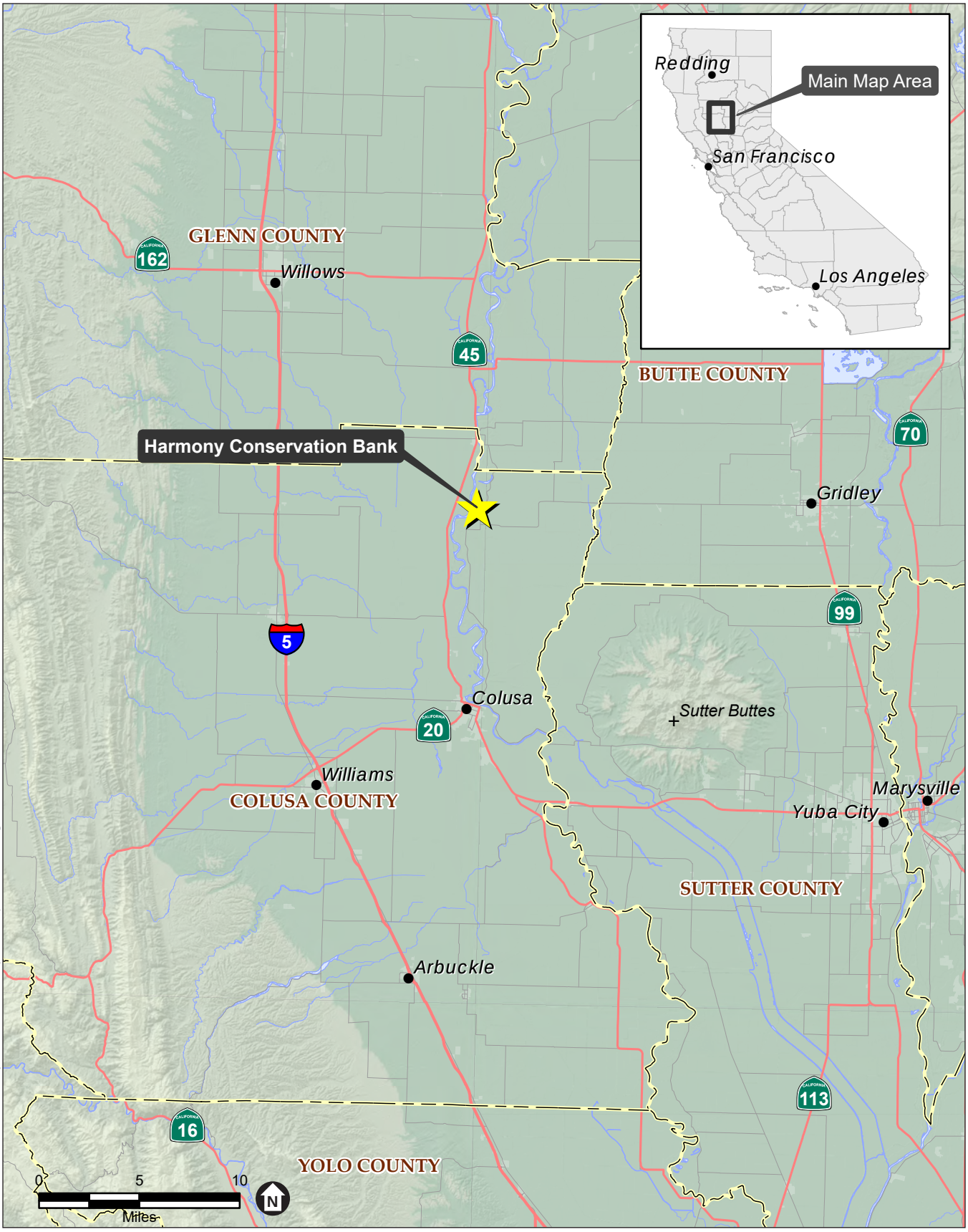
3. **Contact Person and Phone Number:** Steve Geiger Principal Planner (530) 458-0891

4. **Project Location:** The subject property is located just west of River Road and east of the Sacramento River in Colusa County, approximately 9.5 miles north of the City of Colusa (**Figures 1 and 2**) (Section 6 of Township 17 North, Range 1 West, Mount Diablo Base and Meridian, within the Moulton Weir U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle (**Figure 3**). The approximately 62-acre project site located in the eastern half of the subject property is a subset of a larger property (approximately 130 acres) owned by Westervelt Ecological Services, LLC (WES) and identified as Assessor's Parcel Numbers (APN) 012-170-032 and 012-170-069.

5. **Project Sponsor's Name and Address:** Westervelt Ecological Services, LLC 3636 American River Drive, Suite 120 Sacramento, CA 95864

6. **General Plan Designation(s):** Agricultural General (AG) and Designated Floodway (DF)

7. **Zoning:** Exclusive Agriculture (E-A) and River Frontage (R-F)



SOURCE: Westervelt Ecological Services

HCB Project

Figure 1
Regional Vicinity

ESA

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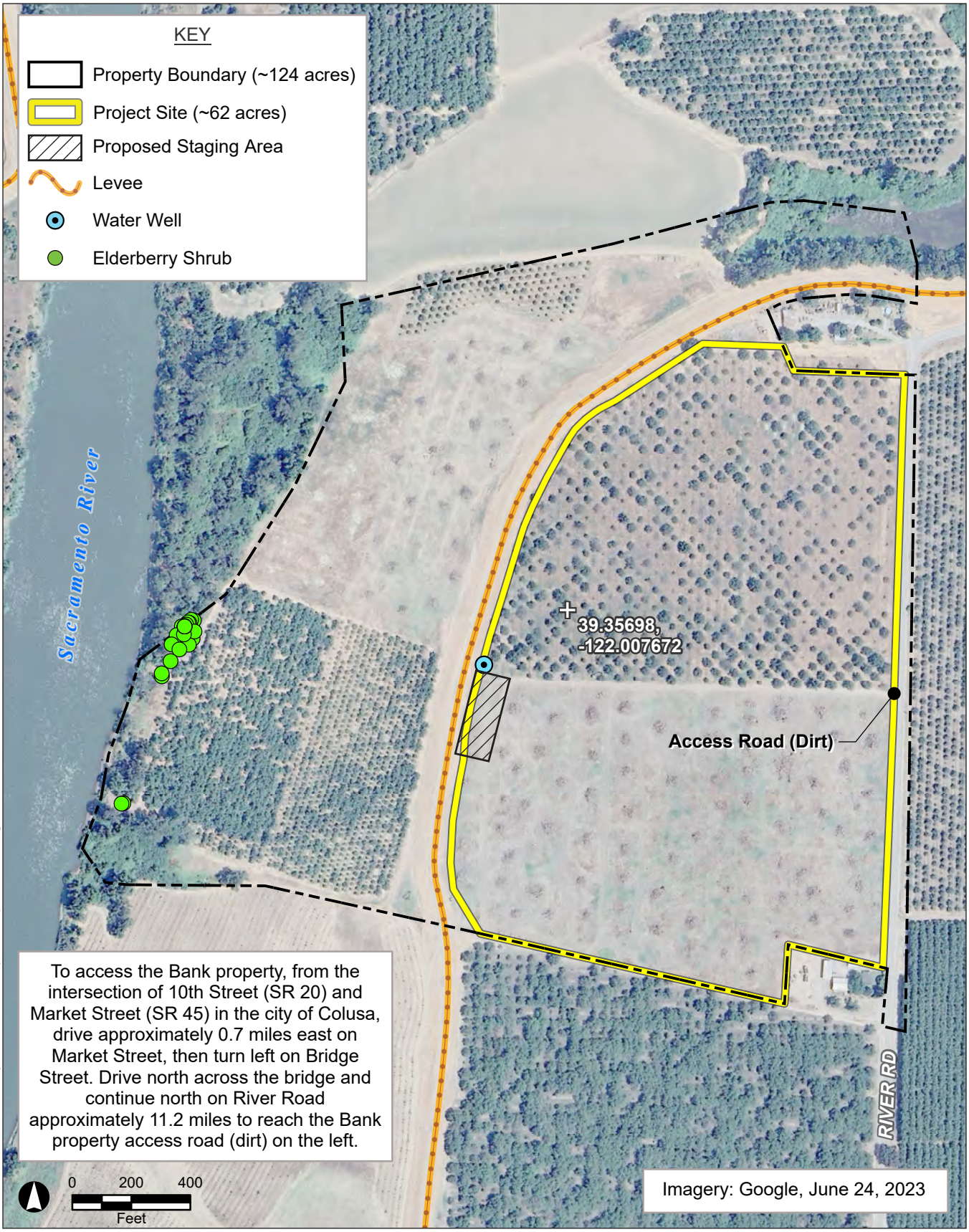

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SOURCE: Westervelt Ecological Services

HCB Project

Figure 2
Project Site

ESA

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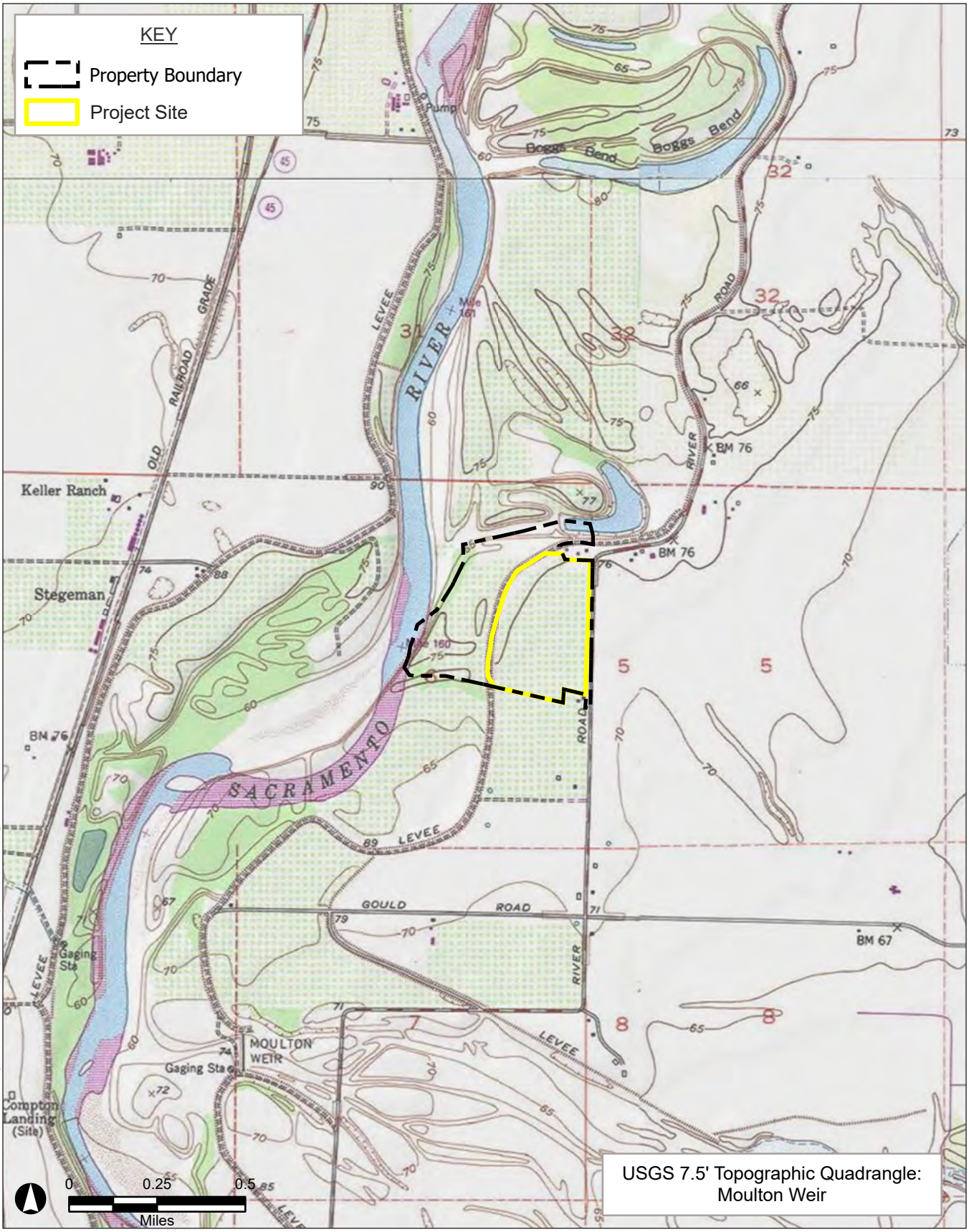

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SOURCE: Westervelt Ecological Services

HCB Project

Figure 3
USGS Topography

ESA

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8. Description of Project

Purpose and Objectives

The Harmony VELB Conservation Bank Project (proposed project) would provide habitat for the federally listed Valley elderberry longhorn beetle (VELB; *Desmocerus californicus dimorphus*).

Specifically, the purpose of the proposed project is to provide compensatory mitigation credits for unavoidable impacts to VELB by developing suitable habitat that would be protected and maintained in perpetuity. The proposed project would maximize benefits and recovery efforts for VELB in a manner consistent with the *Draft Revised Recovery Plan for Valley Elderberry Longhorn Beetle* (USFWS 2018). The proposed project would be considered "private commercial" by the Recovery Plan and would serve a variety of public and private clients with projects that would impact VELB and its habitat. Credits would offset impacts regulated by the U.S. Fish and Wildlife Service (USFWS).

The proposed project objectives are to:

- Develop sustainable VELB habitat that maximizes habitat benefits and recovery efforts for VELB in a manner consistent with the *Draft Revised Recovery Plan for Valley Elderberry Longhorn Beetle* (USFWS 2018).
- Ensure that the VELB habitat is maintained and monitored in perpetuity so that it would continue to support habitat for VELB.
- Provide approximately 1,478 species credits, based on the project's 62-acre size.

Proposed Project

The proposed project would restore the 62-acre project site to provide suitable habitat for VELB. The proposed project would be designed to provide suitable habitat for VELB with a shrub-dominated riparian habitat. The proposed project would be designed to be consistent with the *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (USFWS 1999); however, the design treats the site holistically and is intended to mimic a natural system.

Associate plantings would consist of native species that are appropriate to the geographic location and site conditions. Plants that may be used include but are not limited to: box elder (*Acer negundo* ssp. *californica*), black walnut (*Juglans hindsii*), Fremont's cottonwood (*Populus fremontii*), Valley oak (*Quercus lobata*), California wild grape (*Vitis californica*), arroyo willow (*Salix lasiolepis*) and Coyote bush (*Baccharis pilularis*).

The number of elderberry plantings and associated trees and shrubs to be planted are summarized in **Table 1**. New elderberry plantings would be strategically placed to take advantage of the transplants as a potential beetle source, while making maximum use of the project site and utilizing a "natural" design.

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TABLE 1
MINIMUM NUMBER OF ELDERBERRY PLANTINGS AND ASSOCIATED NATIVE TREES AND SHRUBS TO BE PLANTED

Planting Area		VELB Credits	Minimum Number of Elderberry Plantings	Minimum Number of Associate Trees and Shrub Plantings	Minimum Number of Plantings (acres)
(Acres)	(Square feet)				
61.08	2,660,644.8	1478.14	7,391	7,391	57.32

Source: WES 2024

Plantings would avoid the boundaries of two known archaeological resources (WBC-01 and WBC-02, discussed in **Section V [Cultural Resources**]) within the project site with minimum 50-foot buffers, and fencing would be installed around WBC-02 to prevent disturbance to the area.

Construction Activities

Site Preparation and Best Management Practices

All site preparation would be conducted using traditional agricultural methods and equipment by WES staff and the onsite farmer. Minimal disking would occur for site preparation and planting would occur by hand. During irrigation installation, there may be the need for some light trenching, up to 12 inches in depth maximum.

WES staff would come from Sacramento (approximately 80 miles from the project site) while the farmer and his staff are located in Colusa County. Up to 20 workers at a time may install the plants.

A WES staff member, or other qualified biologist, would observe and manage the initial planting for the proposed project on a weekly basis. They would direct planting to ensure the planting proceeds as approved by the USFWS. Planting activities would be managed to ensure that the habitats are installed as designed and to avoid impacting sensitive habitat.

The following best management practices (BMPs) would be implemented prior to and during construction to protect existing elderberry shrubs and other resources:

- The driplines of all existing elderberry shrubs would be clearly marked in the field for avoidance by a qualified biologist. The location of existing elderberry shrubs would be shown on all site plans for avoidance. No excavation or fill would occur within the driplines of existing elderberries.
- Erosion control BMPs would be implemented.
- If needed to minimize disturbance to existing vegetation, vehicle movement corridors and haul routes would be marked on the planting scheme to minimize vehicular movement across the property.

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- All staging activities would occur within a designated staging area (shown in Figure 2) that is currently used to stage farm equipment. This designated staging area would be located no closer than 300 feet from any existing threatened or endangered species habitat (e.g., VELB habitat) and would be marked in the field and on the planting schemes.
- All refueling and equipment maintenance activities would occur within the designated staging area located on the western side of the project site within the subject property (shown in Figure 2). Any spill of hazardous materials would be cleaned up immediately, in accordance with all federal, state and local regulations.
- Construction activities would be stopped if any corrective actions are required and would be allowed to resume only after corrective actions have been implemented and alleviated the potential for detrimental activities.
- Any debris would be removed after planting is completed.

Planting and Seeding

Elderberry seedlings and associated native tree and shrub species would be obtained from local nurseries that specialize in restoration and implement BMPs to eliminate potential for pests. Source materials would be from the general Central Valley. Transplants would be allowed from throughout the VELB range. **Table 2** provides the species percent composition proposed to be installed. The plant composition was determined by reviewing plants that are already present on the property and in the vicinity, as well as a review of the soil types present.

TABLE 2
ELDERBERRY AND ASSOCIATED NATIVE PLANTINGS

Scientific Name	Common Name	Percent (%) of Plant Total
Trees		
Quercus lobata	Valley oak	15.4%
Quercus wislizeni	Live Oak	1%
Populus fremontii	Fremont's cottonwood	0.5%
Acer negundo ssp. *californicum*	Box elder	0.7%
Juglans hindsii	Black walnut	3.1%
Cercis occidentalis	Redbud	0.1%
Fraxinus latifolia	Oregon ash	1.2%
Shrubs		
Baccharis pilularis	Coyote brush	11.6%
Rhamnus californica	Coffeeberry	2.1%
Cephalanthus occidentalis	Buttonwillow	0.3%
Baccharis salicifolia	Mulefat	1%
Understory		
Rosa californica	California wild rose	12%
Vitis californica	California wild grape	1%
	Total Associates	**50%**
Sambucus nigra ssp. *caerulea*	Elderberry	50%
	Total	**100%**

SOURCE: WES 2024

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Irrigation

The created VELB habitat would be irrigated to help establish the plantings. The main irrigation system that is currently in place on the property would be used to irrigate the elderberry and native plantings. The water source would be the existing agricultural well on site (see **Figure 2**). The VELB habitat would only be irrigated long enough to establish the plants. Irrigation of the plantings would taper and ultimately be discontinued within five years after planting. The amount of irrigation water used would be less than when the project site was planted as walnut orchard.

Elderberry Transplants

The proposed project has been designed to include a space for transplanted elderberry plants. Transplants would be allowed from throughout the VELB range[1]. If the USFWS identifies transplantation of an affected elderberry shrub from a future location as an appropriate conservation measure, those shrubs may be transplanted to the project site. Transplantation would employ horticultural best practices and would be conducted during the onset of elderberry dormancy or later, but prior to the bud break in the late winter. Prior to installation, transplantation locations within the project site would require some vegetation mowing as well as excavation to accept the root ball of the transplanted shrub. Transplants would receive deep watering following transplantation. Transplants would be accepted and planted at the project site up until the time the final credit sale occurs.

Phasing and Schedule

Planting activities would occur as early as fall/winter 2024, upon receipt of regulatory and permit approvals. Planting activities may occur as frequently as seven days a week until completion (14 days total), generally during daylight hours, to the best extent possible; however, some activities, such as preparation, staging activities, and maintenance to equipment, may occur outside of daylight hours.

Operations and Maintenance

Habitat monitoring to document the achievements of performance standards would begin immediately. Post-restoration project components would be limited to the following monitoring and land management activities to maintain restored habitat conditions.

[1] The VELB range of occupancy is based on the VELB range map provided by the USFWS. The northern boundary of the Service Area is located near Redding. The western border of the Service Area runs west of Interstate 5, past Red Bluff, Orland, Williams, Maxwell, and Vacaville before shifting east between Fairfield and Vacaville. It then continues just west of Interstate 580 until near Mendota. The southern border is located just north of Mendota and continues east past Madera. The Service Area then turns north and follows the 500-foot elevation just east of Madera, Merced, Modesto, Sacramento, Yuba City, and Chico before following just east of Interstate 5 back to Redding. The Service Are includes all or a portion of the following counties: Shasta Tehama, Glenn, Butte, Colusa, Sutter, Yuba, Yolo, Solano, Placer, Sacramento, Amador, Contra Costa San Joaquin Calaveras, Tuolumne, Stanislaus, Mariposa, Merced, and Madera. The range of the species is contained within these areas up to an elevation of approximately 500 feet.

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Habitat Establishment (Project Outcome) Monitoring

The project site would be monitored on a regular basis during the habitat establishment period to ensure that the proposed project is performing as designed and anticipated (one person, three days a year). Activities during the habitat establishment period may include corrective measures, if necessary, to address potential problems identified during ongoing monitoring of the project site.

Long-term Operations and Management Monitoring

The project site would continue to be monitored and managed on a regular basis in perpetuity to ensure the proposed project's desired ecological benefits and trajectory are maintained into the future. The need for corrective actions after the project site has stabilized is anticipated to be minor.

A mower is the only anticipated equipment needed for operations. WES staff would perform all maintenance activities, most of which is related to mowing and irrigation. The amount of maintenance would decrease over time and would be less compared to historic farming needs on the project site.

Sheep grazing would be included on the project site and overall property during long term operations as part of vegetation management. Although it may vary by year, grazing would generally occur in the spring to early summer when the grasses and forbs are highly palatable. The number of sheep on the project site would range from 120 to 600 head, with the potential for additional grazing densities on the overall property. Duration would vary from one week to several weeks depending on the number of sheep. Fencing would be installed around the project site, which would keep the sheep in the project site.

Adaptive Management Monitoring

The project site would be monitored and managed adaptively over time to determine if the site is functioning as intended. This includes whether physical attributes should be changed to enhance ecosystem function, if there any potential problems developing that may require corrective measures, and if monitoring or maintenance/management protocols need to be modified to ensure they are accomplishing their intended purposes.

9. Surrounding Land Uses and Setting:

The property has historically been maintained as a walnut orchard. In late 2022/early 2023 walnut trees were removed by the former landowner in the southern portion of the project site. The remaining walnut trees in the northern portion of the project site were removed in late 2023. Past walnut tree removal activity is not part of the proposed project. Most of the property is mapped as "Prime Farmland" and "Unique Farmland" by the California Department of Conservation's Farmland Mapping and Monitoring Program. The property is not currently enrolled in the Williamson Act.

A levee extends along the western side of the property. The adjacent parcel to the west along the Sacramento River will be restored in the future for riparian and salmonid habitat under a separate project.

The land to the north, south and east of the property is agriculture crops, mostly walnut orchard, and includes rural residential uses. The Sacramento River flows along the western border approximately 0.25 mile west of the property. The property is in proximity to the Willow Bend Preserve (located immediately to the southeast of the property) and near various other conservation areas representing various high-priority conservation along the Sacramento River.

The project site is located within two watersheds, the Sacramento River watershed (HUC10 1802010412) and Lower Butte Creek watershed (HUC10 1802015). Riparian woodland habitat is mapped on the property adjacent to the Sacramento River and in the northeast corner of the property; no riparian habitat occurs in the project site. The project site currently consists of fallow fields. Other vegetation communities within the overall property include cropland, orchard, freshwater emergent wetland, riparian scrub, riparian woodland, developed, disturbed and ruderal (**Appendix A** Figure 9).

The topography of the project site is relatively flat with elevations ranging from 69 to 80 feet above mean sea level. The western half of the project site, along the levee, is slightly higher than the eastern half with the lowest point occurring in the southeast corner. The U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Soils Survey maps the project site as containing Moonbend silt loam, 0 to 2 percent slopes, occasionally flooded. (WES 2024)

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Prior to project implementation, the following discretionary permits and approvals would be required:

- County of Colusa General Plan and Zoning Amendment
- Central Valley Flood Protection Board Encroachment Permit

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

In December 2023, Environmental Science Associates (ESA) sent letters and email to Tribal representatives of: Cachil Dehe Band of Wintun Indians of the Colusa Indian Community,

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Estom Yumeka Maidu Tribe of the Enterprise Rancheria, Grindstone Rancheria of Wintun-Wailaki, Kletsel Dehe Band of Wintun Indians, Paskenta Band of Nomlaki Indians, and Yocha Dehe Wintun Nation (YDWN). These letters and emails provided details, including a map, of the proposed project and requesting that the Tribe provide any concerns they may have regarding potential impacts from the proposed project on cultural resources and tribal cultural resources. The email correspondence also invited the Tribes to participate in a site visit to the project site to discuss the proposed project and any concerns the Tribes may have. YDWN replied to ESA the same month via email and letter, requesting engagement on the proposed project and additional information on its associated cultural resources studies. On January 19, 2024, representatives from WES and ESA conducted a site visit at the project site with Tribal representatives from YDWN; see **Section V (Cultural Resources)** for additional detail.

In addition to this early consultation with the Tribal representatives discussed above, Colusa County processed the required Assembly Bill (AB) 52 notification using the contact list maintained by the Native American Heritage Commission. In addition, this notification also included those tribes that had previously requested to be notified. The YDWN initially requested consultation with the County. Staff provided YDWN with information from the Initial Study prepared by the applicant, citing required mitigation measures for tribal cultural resources including Tribal Resources Sensitivity Training. After reviewing this information, YDWN commented that no formal consultation was necessary, but they wanted to be kept informed of any significant updates or information.

References

U.S. Fish and Wildlife Service. 1999. Conservation Guidelines for the Valley Elderberry Longhorn Beetle. Sacramento Fish and Wildlife Office, Sacramento CA. Dated July 9, 1999.

———. 2018. Draft Revised Recovery Plan for Valley Elderberry Longhorn Beetle. U.S. Fish and Wildlife Service, Pacific Southwest Region, Sacramento, California. iii + 18 pp.

Westervelt Ecological Services (WES). 2024. Project Description. Harmony VELB Conservation Bank.

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Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☒ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☒ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☒ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial study:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature _____ Date _____

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Environmental Checklist

Aesthetics

Issues (and Supporting Information Sources):		*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
I.	**AESTHETICS —** Except as provided in Public Resources Code Section 21099, would the project:				
a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d)	Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

Discussion

a-d) The project site does not lie within a designated scenic vista or in proximity to a state scenic highway (Caltrans 2019), and the proposed project would not have any adverse impact upon a scenic vista or scenic resource. The land to the north, south and east of the property includes agricultural land and rural residential uses and the Sacramento River is located to the west of the property. The design of the proposed project is intended to mimic a natural system and would provide habitat for VELB with a shrub-dominated riparian habitat. Associate plantings would consist of native species that are appropriate to the geographic location and site conditions. The proposed project does not include industrial, residential, commercial, highways, or any other type of urban land use that would drastically change the character of the surrounding area. No structures are proposed. Planting activities would occur until completion over approximately 14 days, generally during daylight hours, to the best extent possible; however, some activities, such as preparation, staging activities, and maintenance to equipment, may occur outside of daylight hours. While some lighting may be needed outside of daylight hours for planting activities, these activities would be limited in scale and of short duration and would not be a new source of substantial light or glare. Therefore, the proposed project would not have a substantial adverse effect on a scenic vista or scenic resource, degrade the visual character of the area or create a new source of light or glare. The project would have **no impact** on aesthetics.

References

California Department of Transportation (Caltrans). List of Eligible and Officially Designated State Scenic Highways. Available: https://dot.ca.gov/-/media/dot-media/programs/design/documents/desig-and-eligible-aug2019_a11y.xlsx. Accessed May 21, 2024.

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Agriculture and Forestry Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES — In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☒	☐	☐
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion

a) The California Division of Land Resource Protection identifies important agricultural lands through the Farmland Mapping and Monitoring Program. Colusa County has approximately 558,000 acres identified as Important Farmlands (including Prime Farmland, Farmlands of Statewide Importance, Unique Farmland, and Farmland of Local Importance), or 75 percent of the total land within the County (CDC 2020). The project site is mapped as "Prime Farmland" by the California Department of Conservation's Farmland Mapping and Monitoring Program, with portions of the overall property also mapped as "Unique Farmland" and "Other Land" (CDC 2022). The 62-acre project site represents approximately 0.01 percent of the approximately 558,000 acres identified as Important Farmlands in Colusa County. The property is not currently enrolled in the Williamson Act.

Colusa County's Zoning Ordinance Section 44-0.10 defines "agriculture" as "The use of land for the raising of crops, trees, or animals, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, apiaries, and animal and poultry husbandry…".

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Historically, the property has been maintained as a walnut orchard; however, the walnut trees were removed from the project site in late 2022 through early 2023 and that past activity is not part of the proposed project. The proposed project design is intended to mimic a natural system and would provide habitat for VELB with a shrub-dominated riparian habitat. Associate plantings would consist of native species that are appropriate to the geographic location and site conditions. The proposed project does not include industrial, residential, commercial, highways, or any other type of urban land use that would drastically change the character of the surrounding project area. Furthermore, the proposed project does not include paving of the soil or building construction that would render soil on the site unsuitable for agriculture.

The property and project site would continue to be used in part for agricultural purposes through sheep grazing that would be included on the project site during long term operations as part of vegetation management. While it may vary, grazing would typically occur during spring or early summer when the grasses and forbs are highly palatable for sheep. The number of sheep on the project site would range from 120 to 600 head, with the potential for additional grazing densities on the overall property. Based on the number of sheep used, duration of grazing would vary between one week to several weeks. Fencing would be installed around the project site, which would keep the sheep in the project site. Therefore, the proposed project would not convert Prime Farmland to non-agricultural use and this impact would be **less than significant**.

b) The project site is zoned Exclusive Agriculture (E-A). As described in Colusa County Zoning Code Section 44-2.20.10, the purpose of the E-A zone is to protect agricultural uses and agricultural operations in areas where fertile soils particularly suited to crop production are present, areas where agriculture is the natural and desirable primary land use, and where the protection of agriculture from the encroachment of incompatible land uses is essential to the general welfare and economic prosperity of the County. Appropriate uses in the E-A zone include agricultural processing, animal grazing, crop production and cultivation, nurseries and greenhouses, stables and wineries. Habitat mitigation and management is not a permitted use within the E-A zone. Rezoning the project site from its current E-A zoning to Resource Management (R-M) is required by Colusa County prior to project implementation, as described in **Mitigation Measure AG-1** below.

The following adopted policies apply to lands proposed for changes in designation from an agricultural designation:

> **Policy AG 1-14**: Resource conservation activities such as habitat creation and active habitat or species management on lands designated for agricultural uses shall require a General Plan Amendment to Resource Conservation unless all of the following conditions are met:
>
> a. The resource conservation activities involve active and on-going agricultural activities on the majority of the site.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

b. The resource conservation activities are compatible with agricultural activities on the site and existing and potential activities in the vicinity.

c. There would not be a concentration of resource conservation lands in the immediate area.

Consistent with Policy AG 1-14, a General Plan Amendment to Resource Conservation is proposed for the project (see **Mitigation Measure AG-1** below). Resource conservation lands in the area include the Willow Bend Preserve (located immediately to the southeast of the property), as well the Sacramento River National Wildlife Refuge approximately 3.5 miles to the north, Delevan National Wildlife Refuge approximately 4 miles southwest of the property, the Sacramento National Wildlife Refuge approximately 7 miles to the northwest, and the Upper Butte Basin Wildlife Area and Gray Lodge Wildlife Area approximately 7 miles to the east (see Figure 4 in **Appendix A**).

> **Policy AG 2-14**: Preserve water resources for agriculture, both in quality, from competition with development, non-agricultural uses, mitigation banks, and/or interests from outside the County.

The proposed project would provide suitable habitat for VELB with a shrub-dominated riparian habitat. The main irrigation system that is currently in place on the property would be used to drip irrigate the elderberry and native plantings. The water source would be the existing agricultural well on site. The VELB habitat would only be irrigated long enough to establish the plants. Irrigation of the plantings would taper and ultimately be discontinued within five years after planting. The amount of irrigation water used would be less than when the project site was planted as a walnut orchard. Therefore, the conversion to a less water intensive use is consistent with the preservation of water resources for agricultural uses and is consistent with Policy AG 2-14.

The proposed project would not conflict with a Williamson Act contract as the property is not currently enrolled in the Williamson Act.

To avoid zoning conflicts noted above, rezoning the project site from its current E-A zoning to Resource Management (R-M) through implementation of **Mitigation Measure AG-1** is required by Colusa County prior to project implementation (see below); therefore, this impact would be **less than significant with mitigation incorporated**. No change to the River Frontage (R-F) zoning associated with the western portion of the property is proposed.

c, d) "Forest Land" is defined in California Public Resource Code Section 12220(g) as "land that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits." "Timberland" is defined in California Public Resource Code Section 4526 as "land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

forests products, including Christmas Trees. Commercial species shall be determined by the board on a district basis after consultation with the district committees and others." The project site and property do not contain forest land or coniferous forest. The project site is zoned E-A and is not zoned as forest land as defined in Public Resource Code Section 12220(g), timberland as defined in Public Resource Code Section 4526, or a Timberland Production Zone (TPZ) as defined in Government Code Section 51104(g). The proposed project would not conflict with existing zoning for, or cause rezoning of forest land, timberland, or timberland zoned Timberland Production or result in the loss of forest land or conversion of forest land to non-forest use. Therefore, **no impact** would occur.

e) The proposed project would not involve other changes in the environment (other than the General Plan amendment and the change in zoning discussed in question (b) above) that could result in the conversion of farmland or forestland to non-agricultural or non-forestland uses, as described in questions (a) and (b). The proposed project entails planting native habitat. The habitat that would be planted would be the same plant composition that already occurs in the riparian habitat along the Sacramento River. All of the species that may use the project site are already in the vicinity and utilizing the existing habitat; therefore, no additional wildlife or other species are anticipated to be attracted to that habitat that are not already present in the vicinity. The land would remain physically viable for agricultural uses and would not involve the creation of impervious surfaces or other uses that would compromise the soil of the project site. In addition, since the project entails planting native habitat similar to plant compositions that already occur and survive in the area, existing agricultural practices (e.g., agricultural spraying, etc.) from adjacent farming would not have an impact on this project. **No impact** would occur.

Mitigation Measures

Mitigation Measure AG-1: General Plan Amendment and Zoning Amendment

Prior to project implementation, the Colusa County Board of Supervisors shall approve the proposed General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) and Zoning Amendment change from Exclusive Agriculture (E-A) to Resource Management (R-M) for the project site.

References

California Department of Conservation (CDC). 2020. Alternate Colusa County 2018-2020 Land Use Conversion Table A-5. Available: https://www.conservation.ca.gov/dlrp/fmmp/Documents/fmmp/pubs/2018-2020/Alternate_Conversion_tables/Alternate_Colusa_County_2018-2020_Land_Use_Conversion.pdf. Accessed May 21, 2024.

———. 2022. California Important Farmland Finder, 2022. Available: https://www.conservation.ca.gov/dlrp/fmmp. Accessed May 21, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 492

Colusa County. 2023. Colusa County Zoning Code. Current through Ordinance 833 passed November 7, 2023. Available: https://www.codepublishing.com/CA/ColusaCounty/#!/ColusaCounty44.html. Accessed May 21, 2024.

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Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &
Packet Pg. 493

Air Quality

Issues (and Supporting Information Sources):		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III.	**AIR QUALITY —** Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Discussion

a, b) The project area is in the Northern Sacramento Valley Air Basin, which is under the jurisdiction of the Colusa County Air Pollution Control District. Regulation of ambient air quality comes from the U.S. Environmental Protection Agency (EPA) for federal standards, and the California Air Resources Board (CARB) for state standards. CARB lists Colusa County as attainment of State Air Quality Attainment Standards for ozone, particulate matter below 2.5 microns in diameter ($PM_{2.5}$), nitrogen dioxide, sulfur dioxide, lead, sulfates and visibility reducing particles. The County is unclassified (i.e., no data collected) for carbon monoxide, hydrogen sulfide, and ozone 8-hour, and is currently listed as non-attainment for PM_{10} (particles less than 10 microns in diameter) emissions. Colusa County is listed as unclassified/attainment for the Federal Air Quality Attainment Standards for $PM_{2.5}$, PM_{10}, ozone 8-hour, carbon monoxide, nitrogen dioxide, sulfur dioxide and lead. (CARB 2022)

The most significant existing sources of air pollutants within the local area are temporary releases from agricultural plowing, grading, and burning. Occasionally, wildfires in the region or crop residue burning may release large volumes of particulate matter into the atmosphere. As the proposed project would convert a site historically used as walnut orchard into a conservation bank under more natural conditions, the primary air quality impacts would be related to the construction phase of the proposed project.

All site preparation for the proposed project would be conducted using traditional agricultural methods and equipment by WES staff and the onsite farmer. Minimal disking would occur to prepare the site and planting would occur by hand. Minimal mechanical equipment that would generate pollutant emissions would be required for construction and operation of the proposed project and equipment needs would likely be less than when the project site was managed as a walnut orchard.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

The construction phase would entail earth-moving activities that could generate limited dust. However, any impacts on air quality from project construction would be of limited scale and short-term over the 14 days of planting. Given the nature of the proposed project, it would not violate any air quality standards or contribute substantially to an existing or projected air quality violation; therefore, this impact would be **less than significant**.

c, d) Two residences are located immediately north and south/east of the property off River Road. Construction and implementation of the proposed project would not expose sensitive receptors to substantial pollutant concentrations or create objectionable odors affecting a substantial number of people. There would be **no impact**.

References

California Air Resources Board (CARB). 2022. Maps of State and Federal Area Designations. Cal.Gov. Available: https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations. Accessed May 28, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Biological Resources

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
IV. BIOLOGICAL RESOURCES — Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion

a) A Biological Resources Study was prepared to describe the natural resource characteristics of the project area (Flourish 2023; **Appendix A**). Biologists from Flourish consulting firm conducted biological resource assessments on the 130-acre property on September 7 and October 25, 2023. Surveys included a general assessment of biological and aquatic resources present; assessments did not include protocol surveys for specific species, or a formal jurisdictional aquatic resources delineation.

The project site currently consists of fallow fields. Other vegetation communities within the overall property include cropland, orchard, freshwater emergent wetland, riparian scrub, riparian woodland, developed, disturbed and ruderal (**Appendix A** Figure 9). Riparian woodland habitat is mapped on the property adjacent to the Sacramento River and in the northeast corner of the property; no riparian habitat occurs in the project site.

The biological surveys consisted of inventorying observed plants and animals and evaluating vegetation and special-status species habitat. Vegetation and habitat were characterized in the field and mapped using existing aerial photography. Lists of plants

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 496

and wildlife species observed during reconnaissance surveys are provided in **Appendix A** (see report Appendices B and C, respectively).

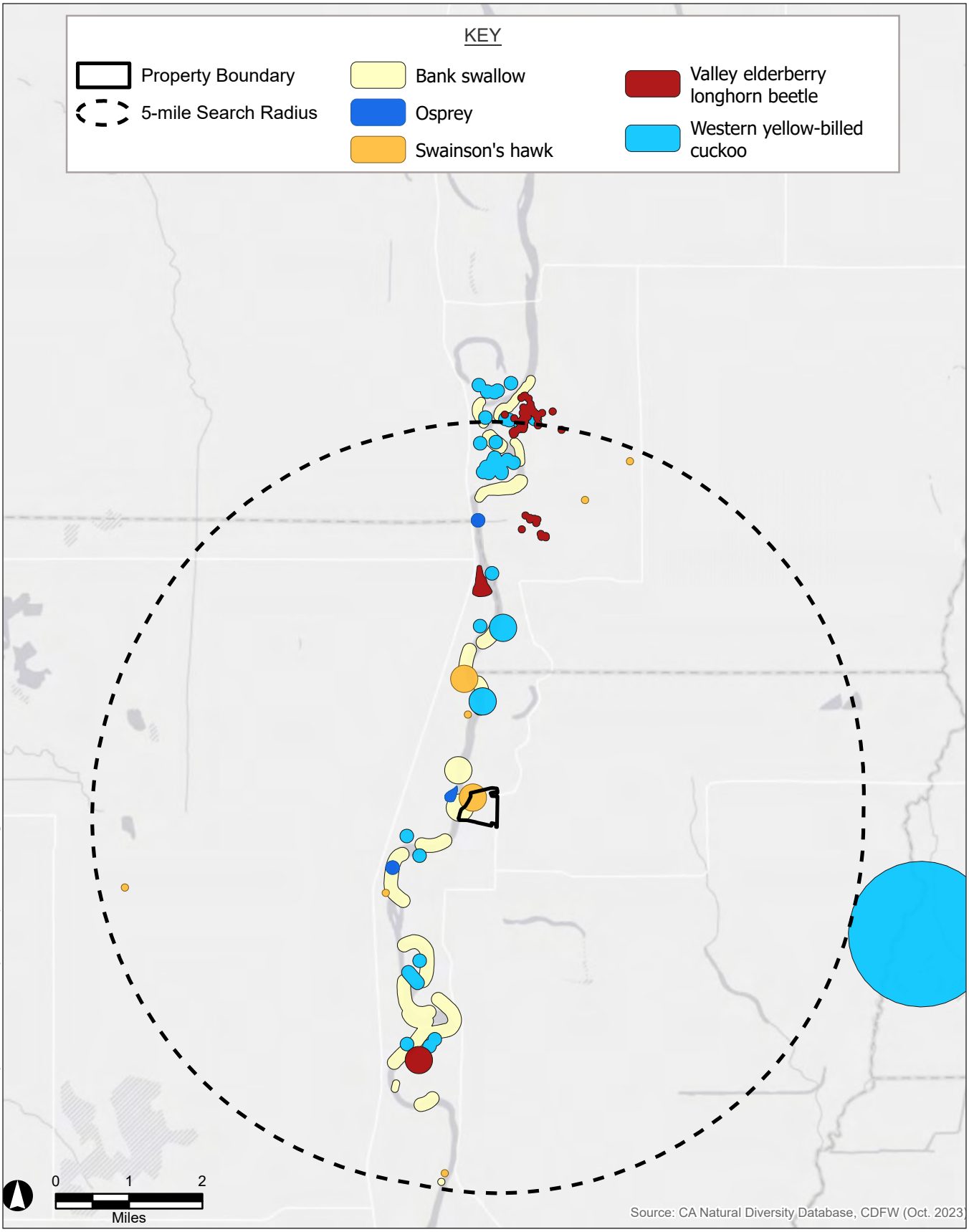
The following sources informed development of the biological resources study: a records search of California Department of Fish and Wildlife's California Natural Diversity Database (CNDDB) using a 5-mile radius (**Figure 4**) centered on the property; a records search of the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants Database of Moulton Weir USGS 7.5-minute topographic quadrangle and surrounding eight quadrangles; an Information for Planning and Consulting species list generated by the USFWS and Environmental Conservation Online System using the property boundary; soils information from the USDA and NRCS Web Soil Survey; EcoAtlas; California Wildlife Habitat Relationships; Sacramento River Conservation Area Forum Handbook; and property description provided by WES (Flourish 2023; **Appendix A**).

A list of special-status plants with potential to occur in the property is provided in **Appendix A** Table 1. Based on a habitat suitability analysis of all the species listed in **Appendix A** Table 1 and best professional judgement, two plants with California Rare Plant Rank status have potential to occur in the property outside of the project site: Peruvian dodder (*Cuscuta obtusiflora* var. *glandulosa*) and woolly rose mallow (*Hibiscus lasiocarpos* var. *occidentalis*). No special-status plants or their habitat occur within the project site. (Flourish 2023; **Appendix A**)

A list of special-status animals with potential to occur in the subject property is provided in **Appendix A** Table 2. Listed species known to occur and with potential to occur in the project area include: valley elderberry longhorn beetle, western pond turtle (*Emys* [*Actinemys*] *marmorata*), Southern Distinct Population Segment green sturgeon (*Acipenser medirostris*), Central Valley steelhead (*Oncorhynchus mykiss irideus*), Chinook salmon (*Oncorhynchus tshawytscha*) –Central Valley fall-run and spring-run populations and Sacramento River winter-run populations, Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), Cooper's hawk (*Accipiter cooperii*), Greater sandhill crane (Antigone [*Grus*] *canadensis tabida*, western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), bank swallow (*Riparia riparia*), tricolored blackbird (*Agelaius tricolor*), yellow-breasted chat (*Icteria virens*), loggerhead shrike (*Lanius ludovicianus*), osprey (*Pandion haliaetus*), Modesto song sparrow (*Melospiza melodia*) – "Modesto" population), North American porcupine (*Erethizon dorsatum*), Northern California ringtail (*Bassariscus astutus raptor*), and western red bat (*Lasiurus blossevillii*). No special-status animals were observed within the project site.

The fallow fields in the project site provide foraging habitat for special-status birds. Additionally, the presence of mature riparian forests and elderberry shrubs and oxbow lake feature on the property (outside of the project site) provide habitat for valley elderberry longhorn beetle, western pond turtle, and the special-status birds and mammals noted above.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &



SOURCE: Westervelt Ecological Services

HCB Project

Figure 4
Select CNDDB Species Occurrences

ESA

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

In addition to special-status bird species that may be present, other migratory birds and raptors protected by the Migratory Bird Treaty Act and California Fish and Game Code may also nest onsite, as the overall property contains a variety of nesting habitat.

All site preparation and planting would be conducted in the fall/winter (outside of the nesting bird season) using traditional agricultural methods and equipment by WES staff and the onsite farmer. No tree removal is proposed, and minimal disking would occur to prepare the site and planting would occur by hand. During irrigation installation there may be the need for some light trenching, up to 12 inches in depth, maximum. Planting activities would be managed to ensure that the habitats are installed as designed and to avoid impacting sensitive habitat. Further, BMPs are included in the **Description of Project (Section 8)** to protect existing elderberry shrubs (which may host VELB).

As stated in **Section I (Agriculture and Forestry Resources)**, question (e), the habitat that would be planted as part of the proposed project would be the same plant composition that already occurs in the riparian habitat along the Sacramento River. Wildlife and other species that may use the property are already in the vicinity and utilizing the existing habitat; therefore, no additional wildlife or other species are anticipated to be attracted to that habitat that are not already present in the vicinity.

b, c) Based on the biological resources study conducted by Flourish (2023), the project site does not contain riparian habitat. There is riparian habitat within the property boundary (see Figure 9 in **Appendix A**). Riparian woodland within the property occurs in a narrow band along the terrace adjacent to the Sacramento River and along an oxbow lake in the northeast corner of the property, outside of the project site. The closest riparian habitat to the project site is approximately 200 feet north and adjacent to River Road, on the other side of a levee. The proposed project would not disturb riparian habitat and therefore would not have a substantial adverse effect on any riparian habitat, State or federally protected wetlands or other sensitive natural communities. **No impact** would occur.

d) The existing riparian and riverine habitats in the project area are highly valuable for wildlife and represent an important movement corridor. The proposed project would not substantially interfere with the movement of any native resident or migratory fish or wildlife species or established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. In addition to VELB, the restoration and enhancement activities proposed for the project site would also increase the possibility of usage by other terrestrial species, including special-status species known to occur in the vicinity of project site (this is considered a beneficial effect). **No impact** would occur.

e) The proposed project does not include tree removal and with the inclusion of the BMPs identified in the **Description of Project (Section 8)**, would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. **No impact** would occur.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

f) There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other similar plans applicable to the project site. There are several areas managed for habitat and wildlife conservation in the vicinity of the property (see Figure 4 in **Appendix A**), including the Willow Bend Preserve (located immediately to the southeast of the property), as well the Sacramento River National Wildlife Refuge approximately 3.5 miles to the north, Delevan National Wildlife Refuge approximately 4 miles southwest of the property, the Sacramento National Wildlife Refuge approximately 7 miles to the northwest, and the Upper Butte Basin Wildlife Area and Gray Lodge Wildlife Area approximately 7 miles to the east. The proposed project would complement existing conservation management in the region. No conflict with any existing Habitat Conservation Plan or Natural Community Conservation Plan has been identified; therefore, **no impact** would occur.

References

Flourish 2023 (October). Boyes-Coffman Property Biological Resources Study, Colusa County, California. On file with Colusa County Community Development Department.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Cultural Resources

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
V. CULTURAL RESOURCES — Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

Discussion

a, b) InContext conducted a cultural resources study of the project site in 2023 (Fernandez 2023). InContext's study consisted of a records search of the Northwest Information Center; background research on the project site and vicinity; a Sacred Lands File and tribal list request submitted to the Native American Heritage Commission; a cultural pedestrian survey of the project site; and recommendations. InContext's study identified two indigenous archaeological resources (WBC-01, WBC-02) at the project site and one previously recorded architectural resource (Maintenance Area 1 of the East Levee of the Sacramento River), immediately adjacent to the project site.

In January 2024, ESA prepared an Archaeological Survey Report to supplement the InContext report (Fernandez 2023) by conducting additional identification efforts for archaeological resources, including determining their vertical and horizontal extents, and provide recommendations for management of these resources (Mattes 2024). The study consisted of a review of the previous cultural resources study conducted at the project site; an intensive-level pedestrian survey of the two archaeological resources previously identified at the project site; and an archaeological subsurface survey (using hand augers) of the two archaeological resources to determine horizontal and vertical extents of the resources. As a result of ESA and InContext's studies, the two archaeological resources identified at the project site were characterized as follows: WBC-01—sparse scatter of flaked-stone debitage and ground-stone fragments, dietary faunal remains, and shell; WBC-02—scatter of flaked-stone debitage and tools, ground-stone tools, dietary faunal remains, and shell. Neither resource was evaluated for eligibility for listing in the California Register of Historical Resources.

In December 2023, ESA sent letters and email to Tribal representatives of the: Cachil Dehe Band of Wintun Indians of the Colusa Indian Community, Estom Yumeka Maidu Tribe of the Enterprise Rancheria, Grindstone Rancheria of Wintun-Wailaki, Kletsel Dehe Band of Wintun Indians, Paskenta Band of Nomlaki Indians, and Yocha Dehe Wintun Nation (YDWN). These letters and emails provided details, including a map, of the proposed project and requested that the Tribes provide any concerns they may have regarding potential impacts from the proposed project on cultural resources and tribal

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

cultural resources. The correspondence also invited the Tribes to participate in a site visit to the project site to discuss the proposed project and any concerns the Tribes may have. YDWN replied to ESA the same month via email and letter, requesting engagement on the proposed project and additional information on its associated cultural resources studies. On January 19, 2024, representatives from WES and ESA conducted a site visit at the project site with Tribal representatives from YDWN. During the visit, details on the proposed project and the cultural resources studies conducted to date for the proposed project were discussed.

YDWN recommended that a Tribal Resources Sensitivity Training be conducted for project construction personnel prior to implementation of the proposed project. The recommended Tribal Resources Sensitivity Training is included as **Mitigation Measure CUL-1** below.

To protect potential previously unidentified archaeological resources that may qualify as historical resources or unique archaeological resources, **Mitigation Measures CUL-1** to **CUL-3** would be implemented (see below). Additionally, the two known archaeological resources WBC-01 and WBC-02 that were identified in the project site would be avoided with plantings and any ground-disturbing activities within 50 feet of either archaeological resource and fencing would be installed at this buffer at WBC-02, as indicated in **Mitigation Measure CUL-4** below. Therefore, impacts on historical resources and unique archaeological resources are anticipated to be **less than significant with mitigation incorporated**.

c) No human remains have been identified in the project site through archival research, field surveys, or Native American outreach. Also, the land use designations for the project site do not include cemetery uses, and no known human remains exist within the project site. Therefore, the proposed project is not anticipated to disturb any human remains. However, to protect potential previously unidentified human remains, **Mitigation Measures CUL-1** and **CUL-3** would be implemented. Therefore, impacts on human remains are anticipated to be **less than significant with mitigation incorporated**.

Mitigation Measures

Mitigation Measure CUL-1: Tribal Resources Sensitivity Training

Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from YDWN shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.

Mitigation Measure CUL-2: Discovery or Recognition of Archaeological Resources During Construction

If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist,

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 502

defined as an archaeologist meeting the U.S. *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for Archeology, shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include: obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment (e.g., mortars, pestles, handstones); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls; and deposits of metal, glass, and/or ceramic refuse.

If the County determines, based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous, that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to the Northwest Information Center upon approval by the County, unless the document contains information that California Native American Tribes involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.

Mitigation Measure CUL-3: Discovery or Recognition of Human Remains During Construction

In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission shall be contacted within 24 hours if it is determined that the remains are Native American. The Native American Heritage Commission shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.

Mitigation Measure CUL-4: Protection of WBC-01 and WBC-02

In order to protect archaeological resources WBC-01 and WBC-02, no plantings or any ground-disturbing activities shall occur within 50 feet of the boundaries of either site. Additionally, fencing shall be installed at the 50-foot buffer around WBC-02 to prevent driving through the sensitive area.

References

Fernandez, Trish. 2023 (October). Cultural Resources Study Report, Boyes-Coffman Property. InContext, Sacramento, CA. Prepared for Westervelt Ecological Services, Sacramento, CA.

Mattes, Matt. 2024 (January). Boyes-Coffman Mitigation Bank Property: Archaeological Survey Report. ESA, Sacramento, CA. Prepared for Westervelt Ecological Services, Sacramento, CA.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Energy

Issues (and Supporting Information Sources):		*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
VI.	**ENERGY —** Would the project:				
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Discussion

a) Construction activities associated with the proposed project would consume energy in the form of diesel and gasoline fuels to power limited mechanical equipment and vehicles used to transport workers and materials to the project site. No additional electrical infrastructure is proposed or required with the proposed project. Operation and maintenance of the proposed project is not anticipated to increase consumption of diesel or gasoline fuel compared to historical use of the project site as a walnut orchard as existing staff and maintenance vehicle trips would conduct operation and maintenance activities. Therefore, project construction and operation would not require excessive or wasteful use of energy. Impacts would be **less than significant**.

b) As noted in question (a) above, no additional electrical infrastructure is proposed or required with the proposed project and operation and maintenance of the proposed project is not anticipated to increase consumption of diesel or gasoline fuel compared to historical use of the project site as a walnut orchard. The proposed project would not conflict with applicable energy policies. **No impact** would occur.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Geology and Soils

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
VII. GEOLOGY AND SOILS — Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Discussion

a) The proposed project would not result in the construction of above-ground structures such as commercial buildings or residential dwellings. Additionally, the proposed project would not result in a substantial increase in the number of people to the project site. No Alquist-Priolo Earthquake Fault Zones or Seismic Hazard Zones are identified within the County of Colusa (Colusa County 2010). The Sacramento River corridor presents the greatest likelihood of loose sediment and saturated soils within Colusa County. The project site is not located in a region with high landslide susceptibility (Colusa County 2010). Given the nature of the proposed project, it would not expose people or structures to substantial adverse effects including the risk of loss, injury, or death involving seismic rupture, strong-seismic shaking, seismic-related ground failure or liquefaction, landslides, or related soil hazards. Impacts would be **less than significant**.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

b) As mentioned above in the **Description of Project (Section 8)**, the USDA NRCS Soils Survey maps the project site as containing Moonbend silt loam, with 0 to 2 percent slopes meaning the project site is generally flat. Construction activities associated with the proposed project would involve ground-disturbing earthwork, including minimal disking and light trenching. Staging would occur in a designated area of the project site, as shown in **Figure 2**. These activities could increase the susceptibility of soils on the project site to erosion by wind or water and subsequently result in the loss of topsoil. As described in the **Description of Project (Section 8)**, erosion control BMPs would be implemented. Impacts on soil erosion or the loss of topsoil would be **less than significant**.

c, d) Approximately two-thirds of Colusa County's land surface is comprised of soils that would require special design considerations due to shrink-swell potentials, including areas along the Sacramento River. The subject property is located to the east of the Sacramento River, but the proposed project would not include the construction of habitable structures and construction activities would be short term and temporary. The proposed project would not create substantial direct or indirect risks to life or property related to unstable or expansive soils, and impacts would be **less than significant**.

e) The proposed project would not result in the use of septic tanks or alternative wastewater disposal systems, therefore, there would be **no impact**.

f) The proposed project would not destroy any unique geologic features on the project site. Due to the nature of the soils in the project site and the nature of the proposed project which would involve relatively shallow trenching of up to 12 inches in depth, the probability of encountering paleontological resources within the project site is minimal. Therefore, the proposed project would not destroy a unique paleontological resource or site or unique geologic feature. There would be **no impact**.

References

Colusa County. 2010. Colusa County General Plan Background Report. Available: http://www.countyofcolusageneralplan.org/sites/default/files/Colusa%20Background%20Report_Complete_no%20figures.pdf. Accessed May 21, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Greenhouse Gas Emissions

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
VIII. GREENHOUSE GAS EMISSIONS — Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Discussion

a, b) The proposed project would not significantly increase greenhouse gas emissions either directly or indirectly. All site preparation would be conducted using traditional agricultural methods and equipment by WES staff and the onsite farmer. Minimal disking would occur to prepare the site and planting would occur by hand. Minimal mechanical equipment that would generate pollutants or greenhouse gas emissions would be required for construction or operation of the proposed project and equipment needs would likely be less than when the project site was managed as a walnut orchard. Given the nature of the proposed project, it would not conflict with plans, policies or regulations adopted by the State of California or the Colusa County Air Pollution Control District for reducing greenhouse gas emissions. Impacts would be **less than significant**.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Hazards and Hazardous Materials

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
IX. HAZARDS AND HAZARDOUS MATERIALS — Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

Discussion

a, b) Construction and operation of the proposed project would involve the use of small quantities of fuel and other petroleum-based products such as oil and transmission fluids, which are considered hazardous materials. Project construction would include BMPs to minimize the risk of a hazardous materials release during construction activities, further discussed under *Site Preparation and Best Management Practices* above in the **Description of Project (Section 8)**. In addition, the project would be subject to the applicable requirements of the Colusa County Certified Unified Program Agency (CUPA) including obtaining a Hazardous Material Business Plan should quantities of regulated substances exceed exempted amounts. All refueling and maintenance activities would occur within the designated staging area (shown in **Figure 2**). Any spill of hazardous materials would be cleaned up immediately, in accordance with all federal, state and local regulations. Therefore, impacts associated with the potential to create a significant hazard to the public or the environment would be **less than significant**.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

c) The closest schools to the project site are Princeton High School and Princeton Elementary School, approximately 2.9 and 3.2 miles north of the project site, on the opposite side of the Sacramento River as the project site. There are no schools within 0.25 mile of the project site, therefore, the potential for hazardous emissions or handling of hazardous materials within 0.25 mile of an existing or proposed school would not occur. There would be **no impact**.

d) The proposed project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (referred to as the "Cortese List") (DTCS 2024; State Water Board 2024). Therefore, the proposed project would not create a significant hazard to the public or the environment and there would be **no impact**.

e) The project site is not located within an airport land use plan and there are no airports located within 2 miles of the project site. The nearest airport (Colusa County Airport) is located approximately 12 miles south of the project site. Therefore, there would be **no impact**.

f) Project construction would not require road closures or obstruct nearby roadways, and the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, there would be **no impact**.

g) According to the California Department of Forestry and Fire Protection, the subject property is located within a Local Responsibility Area (not in or near a State Responsibility Area) and is not within a high fire hazard severity zone (CAL FIRE 2023). The proposed project would not significantly exacerbate risk associated with the loss, injury, or death involving wildland fires. Impacts would be **less than significant**.

References

California Department of Forestry and Fire Protection (CAL FIRE). 2023. Fire Hazard Severity Zones in State Responsibility Area. Available: https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008. Accessed May 16, 2024.

California Department of Toxic Substance Control (DTSC). 2024. EnviroStor Hazardous Waste and Substances Site List (CORTESE). Available: https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site_type=CSITES,FUDS&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29. Accessed May 20, 2024.

State Water Resources Control Board (State Water Board). 2024. Geotracker. Available https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=colusa. Accessed May 20, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 510

Hydrology and Water Quality

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
X. HYDROLOGY AND WATER QUALITY — Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Discussion

a) The main irrigation system that is currently in place on the property would be used to drip irrigate the proposed elderberry and native plantings. During irrigation installation there may be the need for some light trenching, up to 12 inches in depth, maximum, which could expose and disturb small areas of ground, and staging would occur in a designated area of the project site, as shown in **Figure 2**. The construction period would be of short duration, and operations and maintenance-related activities would be limited to monitoring and land management activities to maintain restored habitat conditions. The proposed project would not create new sources of water discharge or violate water quality standards. **No impact** would occur.

b) The water source for the proposed project would be the existing agricultural well on site. The VELB habitat would only be irrigated long enough to establish the plants and ultimately be discontinued within five years after planting. The amount of irrigation water used would be less than when the project site was planted as a walnut orchard. The proposed project would not substantially decrease groundwater supplies or interfere

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

substantially with groundwater recharge; therefore, this impact would be **less than significant**.

c) During irrigation installation there may be the need for some light trenching, up to 12 inches in depth, maximum, which could expose and disturb small areas of ground, and staging would occur in a designated area of the project of the project site, as shown in **Figure 2**. The proposed project would not substantially alter the existing drainage pattern of the site or area. The proposed project would not include the addition of impervious surfaces or produce erosion or substantive runoff volumes. Impacts would be **less than significant**.

d) The proposed project would not include the storage of any pollutants that would be at risk of release due to flood inundation because no new chemicals or fuels would be stored onsite. Project construction would include BMPs to minimize the risk of a hazardous materials release during construction activities, further discussed under *Site Preparation and Best Management Practices* above in the **Description of Project (Section 8)**. Seiches are large waves on an enclosed or semi-enclosed body of water that can be caused by seismic activity. The project area is landlocked (located to the east of the Sacramento River) and not within proximity of any closed or semi-enclosed water body; there is no risk of the project altering conditions related to seiches. Tsunamis occur on the ocean and the project area is not located near the ocean. Therefore, there would be a **less than significant impact** related to the risk of release of pollutants due to project inundation caused by a flood, seiche, or tsunami.

e) As noted above, the proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge and therefore would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Impacts would be **less than significant**.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 512

Land Use and Planning

Issues (and Supporting Information Sources):		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI.	**LAND USE AND PLANNING —** Would the project:				
a)	Physically divide an established community?	☐	☐	☐	☒
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☒	☐	☐

Discussion

a) Project construction and operation would occur within the approximately 62-acre project site, in a rural area of Colusa County. The nearest established community is the City of Colusa approximately 9.5 miles south of the project site. The project site has historically been used for agricultural purposes and the proposed project entails planting native habitat, with sheep grazing during long term operations as part of vegetation management. Surrounding land uses include agricultural crops to the north, south and east of the property, mostly walnut orchards, and includes rural residential uses. The Sacramento River flows along the western border approximately 0.25 mile west of the property. The property is in proximity to the Willow Bend Preserve and near various other conservation areas representing various high-priority conservation along the Sacramento River. Therefore, the proposed project would be consistent with surrounding land uses and would not physically divide an established community. **No impact** would occur.

b) The project site is zoned as Exclusive Agriculture (E-A) and is designated under the Colusa County General Plan as Agricultural General (AG). The subject property to the west of the project site is zoned River Frontage (R-F) and is designated as Designated Floodway (DF) under the General Plan (Colusa County 2012 and 2019).

The Colusa County General Plan (2012) includes several policies related to open space, land conservation, and agriculture applicable to the proposed project:

> **Policy OSR 1-3:** Support the preservation of open space consistent with this General Plan, via acquisition of fee title or easements by land trusts, government agencies, and conservancies from willing landowners, subject to the standards identified in Policy CON 1-3.
>
> **Policy CON 1-3:** Lands that are actively managed or placed under conservation easement for habitat, wetlands, species, or other natural resource or open space preservation or conservation shall be limited to lands designated Resource Conservation (RC), unless the conditions identified in Policy AG 1-14 are met.
>
> Habitat and/or wildlife easements proposed in Colusa County for the loss of open space or habitat in other jurisdictions will not be recognized and are not acceptable unless the easement meets all of the following criteria:

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

- Prior notification to Colusa County;
- Consistency with the goals and policies of the Colusa County General Plan, particularly as related to planned growth, infrastructure, and agricultural preservation;
- Compensation to Colusa County for all lost direct and indirect revenue;
- Compatible with neighboring land uses;
- Located outside of urban and urban reserve areas;
- Secured water rights and infrastructure to economically maintain the proposed mitigation use;
- Requirements that existing agricultural operations continue to be farmed for commercial gain;
- Requirements that habitat management practices do not adversely impact adjacent agricultural operations;
- Prioritize purchase of mitigation credits by local developers; and
- Accommodation of recreational uses or public access, where appropriate.

Policy AG 1-14: Resource conservation activities such as habitat creation and active habitat or species management on lands designated for agricultural uses shall require a General Plan Amendment to Resource Conservation unless all of the following conditions are met:

a. The resource conservation activities involve active and on-going agricultural activities on the majority of the site.

b. The resource conservation activities are compatible with agricultural activities on the site and existing or potential agricultural activities in the vicinity.

c. There would not be a concentration of resource conservation lands in the immediate area.

If the above conditions are met, the resource conservation activities shall require a Conditional Use Permit.

An important consideration of Policy CON 1-3 is the requirement that compensation be provided to Colusa County for all lost direct and indirect revenue. The issue that resulted in the adoption of this General Plan requirement is that productive agricultural land in the County is being lost for habitat mitigation banks that are being developed to provide mitigation for development projects outside of the County. As a result, agricultural production and the resulting economic benefits to the County are being lost in favor of the economic benefits from development activity in jurisdictions outside of the County.

In order to provide the compensation to the County required by Policy CON 1-3, the Board has previously entered into mitigation bank credit reservation and discount agreements with mitigation bank developers. In order to be consistent with these past

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

actions and address the requirements of Policy CON 1-3, **Mitigation Measure LU-1** (below) specifies that the County's General Plan and Zoning Amendment approval will be contingent upon the approval of a mitigation bank reservation and credit agreement by the Colusa County Board of Supervisors. This will be addressed as a condition of approval.

Consistent with Policy AG 1-14, a General Plan land use designation change from Agriculture General (AG) to Resource Conservation (RC) is proposed for the project site (see **Mitigation Measure AG-1**). A Zoning Amendment to rezone the property from its current Exclusive Agriculture (E-A) classification to Resource Management (R-M) is also proposed.

The proposed project would, to an extent, involve ongoing agricultural activities (grazing) and would be compatible with agricultural activities in the vicinity and would not adversely affect those agricultural activities. Surrounding land uses include agriculture row crops to the north, east, and south and the Sacramento River to the west. The habitat that would be planted with the proposed project would be the same plant composition that already occurs in the riparian habitat along the Sacramento River. All of the species that may use the project site are already in the vicinity and utilizing the existing habitat; therefore, no additional wildlife or other species are anticipated to be attracted to that habitat that are not already present in the vicinity. Sheep grazing would be included on the project site during long term operations as part of vegetation management and fencing around the project site would keep the sheep in the project site.

With the approval of General Plan and Zoning Amendments prior to project implementation, the proposed project would be consistent with applicable sections of the Colusa County General Plan and zoning ordinance. No changes to the Designated Floodway General Plan designation or River Frontage (R-F) zoning associated with the western portion of the property are proposed. **Mitigation Measure AG-1** would be implemented, refer **to Section II (Agriculture and Forestry Resources**). For these reasons, the proposed project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect and this impact would be **less than significant with mitigation incorporated**.

Mitigation Measures

Mitigation Measure AG-1: General Plan Amendment and Zoning Amendment (refer to Section II (Agriculture and Forestry Resources)

Mitigation Measure LU-1: Mitigation Bank Credit Reservation and Discount

A condition of approval shall be required that makes the General Plan land use designation change and Zoning Amendment approval contingent upon entering a mitigation bank credit and reservation agreement with the County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the discounts provided in the Sacramento River VELB

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Mitigation Bank Reservation and Discount Agreement, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the amount of time of the reservation, and other applicable factors detailed in said agreement.

References

Colusa County. 2012. Colusa County General Plan. Adopted July 31, 2013. Available: https://www.countyofcolusa.org/137/General-Plan. Accessed May 21, 2024.

———. 2019. Colusa County Zoning Map. July 2019. Available: https://www.countyofcolusa.org/DocumentCenter/View/4468/Adopted-Countywide-Zoning-Map_Current-to-July-2019?bidId=. Accessed May 21, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Mineral Resources

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XII. MINERAL RESOURCES — Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Discussion

a, b) The subject property is not located within an area classified as a mineral resource by the State Geologist (USGS 2024). The closest active mineral resource extraction sites are the Brownstone Quarry approximately 17 miles to the west near Sites, and the Lovelady Ranch and Little Stoney Mine approximately 28 miles to the west near Lodoga (DOC 2022). Given that the project site is neither located in or near a mineral resource recovery site, nor is it located in an area of regional significance, there would be no loss of availability of a known mineral resource. There would be **no impact** under this criterion.

References

California Department of Conservation (DOC). Mines Online. CA.GOV. 2022. Available: https://maps.conservation.ca.gov/mol/index.html. Accessed: May 28, 2024.

United States Geological Survey (USGS). 2024. Mineral Resources Online Spatial Data Interactive Map. Available: https://mrdata.usgs.gov/general/map-us.html. Accessed May 28, 2024.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Noise

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XIII. NOISE — Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

a, b) The subject property is located in a rural setting where surrounding areas include agriculture and the Sacramento River. Two residences are located immediately north and south/east of the property off River Road. Project construction activities could result in a temporary minor increase in ambient noise levels and vibration in the vicinity of the project site but would result in no permanent increase in ambient noise levels in the vicinity of the proposed project. Impacts would be **less than significant**.

c) The project site is not located within an airport land use plan and there are no airports located within 2 miles of the project site. The nearest airport (Colusa County Airport) is located approximately 12 miles south of the project site. Therefore, there would be **no impact**.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Packet Pg. 518

Population and Housing

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XIV. POPULATION AND HOUSING — Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

a) The proposed project would not include any new residential development or other infrastructure that would either directly or indirectly induce substantial unplanned population growth in the project area. Construction and operation of the proposed project would generate a minimal number of workers to the project site. Therefore, the proposed project would not induce unplanned population growth and there would be **no impact**.

b) The proposed project would not displace any existing housing or people, and it does not involve the construction of new housing Therefore, **no impact** would occur.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Public Services

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XV. PUBLIC SERVICES —				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
i) Fire protection?	☐	☐	☐	☒
ii) Police protection?	☐	☐	☐	☒
iii) Schools?	☐	☐	☐	☒
iv) Parks?	☐	☐	☐	☒
v) Other public facilities?	☐	☐	☐	☒

Discussion

a) The proposed project does not include the construction of residential or commercial structures, resulting in no substantial population growth in the area. The proposed project would not create the need for governmental facilities and would not increase the need for police protection, schools, parks or other public facilities. Therefore, **no impact** would occur.

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Recreation

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XVI. RECREATION —				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

a, b) The proposed project does not include any recreational facilities on site, however there are several recreational sites in the general vicinity. These include the Sacramento River National Wildlife Refuge approximately 3.5 miles to the north, Delevan National Wildlife Refuge approximately 4 miles to the southwest, the Sacramento National Wildlife Refuge approximately 7 miles to the northwest, and the Upper Butte Basin Wildlife Area and Gray Lodge Wildlife Area approximately 7 miles to the east. The proposed project would not result in substantial population growth and would not increase the use of any existing neighborhoods or regional parks or cause the need for expansion of recreational facilities. Therefore, **no impact** would occur.

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Transportation

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XVII. TRANSPORTATION — Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Discussion

a) The proposed project would not result in substantial population growth or associated increases in traffic. As a result, the proposed project would not conflict with any circulation plans or policies. **No impact** would occur.

b) CEQA Guidelines Section 15064.3, subdivision (b) pertains to criteria for determining the significance of transportation impacts, with a primarily focus on projects within transit priority areas. Vehicle miles traveled, or VMT, is a measure of the total number of miles driven to or from a development and is sometimes expressed as an average per trip or per person.

Section 15064.3 of the CEQA Guidelines suggests that the analysis of VMT impacts applies mainly to land use and transportation projects. Furthermore, projects that generate or attract fewer than 110 operational trips per day would generally be exempt from further consideration with respect to VMT and impacts are assumed to be less than significant. Per this guidance, since the proposed project would not generate significant additional traffic, is not a transportation project, and would generate minimal trips for maintenance activities, it can be assumed to have a **less than significant** impact with respect to VMT.

c) The proposed project would use existing site access off River Road and would not introduce any new intersections or adjusted roadway geometry that would have the potential to introduce hazardous driving conditions. **No impact** would occur.

d) The existing road would continue to provide adequate emergency access to the project site, resulting in **no impact**. Refer to **Section IX (Hazards and Hazardous Materials)**, for additional discussion related to emergency access.

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Tribal Cultural Resources

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XVIII. TRIBAL CULTURAL RESOURCES —				
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources. Code Section 5020.1(k), or	☐	☒	☐	☐
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Discussion

a) As discussed in **Section V (Cultural Resources)**, the cultural resources investigation for the project site identified two indigenous archaeological resources in the project site.

In January 2024, ESA prepared an Archaeological Survey Report to supplement the InContext report (Fernandez 2023) by conducting additional identification efforts for archaeological resources, including determining their vertical and horizontal extents, and provide recommendations for management of these resources (Mattes 2024). As a result of ESA and InContext's studies, the two archaeological resources identified at the project site were characterized as follows: WBC-01—sparse scatter of flaked-stone debitage and ground-stone fragments, dietary faunal remains, and shell; WBC-02—scatter of flaked-stone debitage and tools, ground-stone tools, dietary faunal remains, and shell. Neither resource was evaluated for eligibility for listing in the California Register of Historical Resources.

In December 2023, ESA sent letters and email to Tribal representatives of the: Cachil Dehe Band of Wintun Indians of the Colusa Indian Community, Estom Yumeka Maidu Tribe of the Enterprise Rancheria, Grindstone Rancheria of Wintun-Wailaki, Kletsel Dehe Band of Wintun Indians, Paskenta Band of Nomlaki Indians, and Yocha Dehe Wintun Nation (YDWN). These letters and emails provided details, including a map, of the proposed project and requested that the Tribes provide any concerns they may have regarding potential impacts from the proposed project on cultural resources and tribal cultural resources. The correspondence also invited the Tribes to participate in a site visit to the project site to discuss the proposed project and any concerns the Tribes may have. YDWN replied to ESA the same month via email and letter, requesting engagement on

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the proposed project and additional information on its associated cultural resources studies. On January 19, 2024, representatives from WES and ESA conducted a site visit on the project site with Tribal representatives from YDWN. During the visit, details on the proposed project and the cultural resources studies conducted to date for the proposed project were discussed. YDWN did not specifically identify either WBC-01 or WBC-02 as tribal cultural resources, but did note their importance to the Tribe, as indigenous archaeological resources. Because no tribal cultural resources have been identified at the project site, the proposed project is not anticipated to impact any tribal cultural resources.

YDWN recommended that a Tribal Resources Sensitivity Training be conducted for project construction personnel prior to implementation of the proposed project. The recommended Tribal Resources Sensitivity Training is included in **Mitigation Measure CUL-1**, refer to **Section V (Cultural Resources)**.

In addition to the early consultation with the Tribal organizations discussed above, the County processed the proposed project notification pursuant to California Assembly Bill 52 (AB 52) using the contact list maintained by the California Native American Heritage Commission. This notification also included those Tribes that had previously requested to be notified of County proposed projects, pursuant to AB 52. YDWN contacted the County to request consultation on the proposed project. County staff provided YDWN with information from the Initial Study prepared by the applicant, citing required mitigation measures for tribal cultural resources including Tribal Resources Sensitivity Training. After reviewing this information, YDWN commented that no formal consultation, pursuant to AB 52, was necessary for the proposed project, but they wanted to be kept informed of any significant updates or information.

To protect potential previously unidentified archaeological resources or human remains that may qualify as tribal cultural resources, **Mitigation Measures CUL-1** to **CUL-3** would be implemented. Additionally, **Mitigation Measure CUL-4** would be implemented to protect the two known archaeological resources WBC-01 and WBC-02. Therefore, impacts on tribal cultural resources are anticipated to be **less than significant with mitigation incorporated**.

Mitigation Measures

Mitigation Measure CUL-1: Tribal Resources Sensitivity Training, CUL-2: Discovery or Recognition of Archaeological Resources During Construction, CUL-3: Discovery or Recognition of Human Remains During Construction, and Mitigation Measure CUL-4: Protection of WBC-01 and WBC-02 (refer to Section V (Cultural Resources)

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References

Fernandez, Trish. 2023 (October). Cultural Resources Study Report, Boyes-Coffman Property. InContext, Sacramento, CA. Prepared for Westervelt Ecological Services, Sacramento, CA.

Mattes, Matt. 2024 (January). Boyes-Coffman Mitigation Bank Property: Archaeological Survey Report. ESA, Sacramento, CA. Prepared for Westervelt Ecological Services, Sacramento, CA.

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Utilities and Service Systems

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XIX. UTILITIES AND SERVICE SYSTEMS — Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

a) The proposed project would be limited to providing suitable habitat for VELB with a shrub-dominated riparian habitat. Relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunication facilities are not included as components of the proposed project. Additionally, as previously discussed, the proposed project would not contribute to population growth resulting in the need for expanded utilities. Therefore, there would be **no impact**.

b) The proposed project would not require or result in the relocation or construction of any new or additional sources of water. The main irrigation system that is currently in place on the property would be used to drip irrigate the elderberry and native plantings. The water source would be the existing agricultural well on site. The VELB habitat would only be irrigated long enough to establish the plants. Irrigation of the plantings would taper and ultimately be discontinued within five years after planting. The amount of irrigation water used would be less than when the project site was planted as a walnut orchard. For these reasons, the impact would be **less than significant**.

c) Construction, operation, and maintenance of the proposed project would not result in an increase in population and would not require temporary or permanent wastewater treatment. The proposed project would not affect the wastewater treatment capacity, and there would be **no impact**.

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d, e) The proposed project would not generate solid waste in excess of State or local standards or impair the attainment of solid waste reduction goals. The proposed project would also comply with applicable regulations related to solid waste. Therefore, **no impact** would occur.

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e

Wildfire

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. WILDFIRE — If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Discussion

a-d) Project construction and operation would not require any road closures and would not substantially increase traffic in the area compared to current conditions. Existing roads would continue to provide adequate emergency access to the project site. The proposed project also does not include any infrastructure that would exacerbate fire risk. In addition, annual vegetation maintenance would remove fuel loading and reduce wildfire risks. Although the proposed project would alter land cover, erosion control BMPs would be implemented for the proposed project (as described in the **Description of Project [Section 8]**) which would reduce the likelihood of runoff or drainage changes being discharged on or offsite, and given the project site's relatively flat topography, no structures or people would be exposed to downslope or downstream flooding or landslides.

The proposed project is not located in or near a State Responsibility Area or lands classified as a Very High Fire Hazard Severity Zone (CAL FIRE 2023). Therefore, **no impact** related to wildfire in or near State Responsibility Areas or lands classified as Very High Fire Hazard Severity Zone would occur.

References

California Department of Forestry and Fire Protection (CAL FIRE). 2023. Fire Hazard Severity Zones in State Responsibility Area. Available: https://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008. Accessed May 16, 2024.

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e

Mandatory Findings of Significance

Issues (and Supporting Information Sources):	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
XXI. MANDATORY FINDINGS OF SIGNIFICANCE —				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion

a) As discussed in this Initial Study, implementation of the proposed project along with the incorporation of the identified mitigation measures and BMPs identified in the **Description of Project (Section 8)**, would not have the potential to significantly degrade the quality of the environment (see **Section II [Biological Resources] and Section III [Cultural Resources]**). Impacts would be **less than significant with mitigation incorporated**.

b) The evaluation of cumulative impacts considers the locations of potential impacts of the proposed project relative to the geographic extent of other past, present, and reasonably foreseeable future projects with which it may be combined. No other projects in the project area were identified as past, present, and reasonably foreseeable future projects. While construction and operation of potential future projects in the project area could result in a cumulatively significant impact, considering the limited scope and scale of the proposed project, the project site's characteristics, and the surrounding environment, the proposed project along with the incorporation of the identified mitigation measures and BMPs identified in the **Description of Project (Section 8)**, would reduce the contribution of the proposed project to cumulative impacts to less than cumulatively considerable, and cumulative impacts would be **less than significant**.

c) Implementation of the proposed project would not have any potentially significant negative effects on human beings. Therefore, **less-than-significant** impacts on human beings are anticipated.

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Appendix A

Boyes-Coffman Property Biological Resources Study

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Boyes-Coffman Property
Biological Resources Study
Colusa County, California

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Table of Contents

1 INTRODUCTION 1

1.1 BACKGROUND 1
1.2 STUDY AREA LOCATION 1

2 METHODS 1

2.1 DESKTOP ANALYSIS 1
2.2 SURVEY 2
2.2.1 Survey Dates and Surveying Personnel 2
2.2.2 Habitat and Vegetation Surveys 2

3 ENVIRONMENTAL SETTING 2

3.1 OVERVIEW 2
3.2 CLIMATE 3
3.3 GEOLOGY 3
3.4 SOIL 3
3.5 TOPOGRAPHY 3
3.6 WATERSHED AND HYDROLOGY 4
3.7 VEGETATION AND HABITAT 4
3.7.1 Riparian Woodland 4
3.7.2 Freshwater Emergent Wetland 6
3.7.3 Riparian Scrub 6
3.7.4 Orchard 6
3.7.5 Cropland 7
3.7.6 Fallow Field 7
3.7.7 Ruderal 7
3.7.8 Disturbed/Developed 7
3.8 SPECIAL-STATUS PLANTS 8
3.8.1 CRPR Status Species 8
3.9 SPECIAL-STATUS ANIMALS 8
3.9.1 Federal and State Listed Species 9
3.9.2 Other Special-Status Animal Species 15
3.10 POTENTIALLY JURISDICTIONAL AQUATIC RESOURCES 17

4 CONCLUSIONS 17

5 REFERENCES 17

List of Tables

Table 1. Special-status Plants with Potential to Occur
Table 2. Special-status Animals with Potential to Occur

List of Figures

Figure 1. Regional Vicinity
Figure 2. USGS Quadrangle
Figure 3. Aerial Overview
Figure 4. Other Conserved Lands

Figure 5. Zoning and FEMA Floodplain Designation
Figure 6. NRCS Soils
Figure 7. Lidar-Based Elevations
Figure 8. Watershed Setting
Figure 9. Existing Habitat
Figure 10. CNDDB Occurrences for Select Species within a 5-Mile Search Radius

Appendices

A. Queries for Special-status Species with Potential to Occur
B. List of Plants Observed During Site Visits
C. List of Wildlife Observed During Site Visits
D. Historic Aerial Photographs
E. Representative Photographs

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Acronyms and Abbreviations

CDFW	California Department of Fish and Wildlife
CNDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CRPR	California Rare Plant Rank
CWHR	California Wildlife Habitat Relationships
CWMW	California Wetlands Monitoring Workgroup
DPS	Distinct Population Segment
ESU	Evolutionary Significant Unit
GIS	Geographic Information System
HUC	Hydrologic Unit Code
msl	mean sea level
NRCS	Natural Resources Conservation Service
RM	River Mile
Study Area	Boyes-Coffman Property
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WES	Westervelt Ecological Services
WRCC	Western Regional Climate Center

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1 INTRODUCTION

1.1 Background

This Biological Resources Study has been prepared on behalf of Westervelt Ecological Services (WES) to describe the natural resource characteristics of a property of interest, which is referred to as Boyes-Coffman. The Boyes-Coffman property (Study Area) is approximately 124 acres. Biological resources within the Study Area were evaluated to support feasibility studies and assessment of opportunities for habitat conservation and enhancement.

1.2 Study Area Location

The Study Area is located off River Road, approximately 11 miles north of the City of Colusa in northern Colusa County (**Figure 1**). The Study Area is in the Moulton Wier U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map, Township 17 N, Range 01 W, Sections 5 and 6 (**Figure 2**).

The Study Area lies in the Sacramento River floodplain and the Butte Basin with the Sacramento River flowing along its western edge. A U.S. Army Corps of Engineers (USACE) levee (project levee) maintained by the Department of Water Resources (DWR) bisects the Study Area. A recent aerial overview of the Study Area is provided as **Figure 3** (Approximate center coordinates: World Geodetic System [WGS84] Latitude: 39.35695°, Longitude: -122.007672°)**.** The general area is characterized by agricultural, rural, and open space land uses. Several wildlife refuges and other protected lands are in proximity (**Figure 4**).

2 METHODS

Evaluation of the Study Area included both desktop background information gathering and onsite reconnaissance. Both methods are described below.

2.1 Desktop Analysis

Biological resources within the Study Area may be of conservation value to various regulatory agencies. The references listed below informed development of the biological resources study, regional and site characterization, and reporting.

- A records search of California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB) using a 5-mile radius (CDFWa 2023) centered on the Study Area;
- A records search of the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants Database of Moulton Weir USGS 7.5-minute topographic quadrangle and surrounding 8 quadrangle maps (CNPS 2023, **Appendix A**);
- An Information for Planning and Consulting species list generated by the United States Fish and Wildlife Service (USFWS) Environmental Conservation Online System using the Study Area boundary (USFWS 2023, **Appendix A**);
- Soils information from the US Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Web Soil Survey (NRCS 2023);
- EcoAtlas (CWMW 2023);
- California Wildlife Habitat Relationships (CWHR) database (Mayer and Laudenslayer 1988);
- Sacramento River Conservation Area Forum Handbook (SRCAF 2003); and
- Property description provided by WES.

2.2 Survey

2.2.1 Survey Dates and Surveying Personnel

Flourish Biologist Mahala Guggino conducted biological resource assessments within the Study Area on September 7 and October 25, 2023. WES staff, including Tara Beltran and Marina Olson, attended the site visit on September 7th. On October 25, independent wildlife biologist Sara Chandler assisted with the survey. Surveys included a general assessment of biological and aquatic resources present; assessments did not include protocol surveys for specific species, nor a formal jurisdictional aquatic resources delineation.

2.2.2 Habitat and Vegetation Surveys

The biological survey consisted of inventorying observed plants and animals and evaluating vegetation and special-status species habitat. Vegetation and habitat were characterized in the field and mapped using existing aerial photography. A list of plants observed during reconnaissance is provided as **Appendix B** and a list of observed wildlife species is provided as **Appendix C**. The boundaries of vegetation and habitat were subsequently digitized using Geographic Information System (GIS) software in the State Plane coordinate system (NAD 83), with units as "survey feet."

3 ENVIRONMENTAL SETTING

3.1 Overview

The Study Area occurs in the northern Sacramento Valley on the eastern edge (left bank) of the Sacramento River at approximately River Mile (RM) 160 and along the eastern edge of the Butte Basin (**Figure 2**). The Study Area lies in the Central Valley Ecoregion and within the legislated Sacramento River Conservation Area, which covers the reach of Sacramento River from just below Keswick Dam downstream to the confluence with the Feather River at Verona. The surrounding area is predominantly a rural landscape characterized by protected wildlife corridors, flood control and storage, and agricultural land uses. A system of levees and weirs operated as part of the Central Valley Flood Protection Plan influences local flooding patterns and processes.

Several state and federal wildlife areas occur in the vicinity, including Gray Lodge Wildlife Refuge to the east, Delevan Wildlife Refuge to the southwest, Sacramento National Wildlife Refuge properties to the south, west, and north, and the Upper Butte Basin Wildlife Area to the east (**Figure 4**). Other conservation lands in the local area include a proposed conservation bank owned by WES at Hamilton Bend and River Partners' Willow Bend Preserve (**Figure 4**).

Historically, the region supported a wide river floodplain with shifting, meandering channels and a rich mosaic of riparian woodland and scrub, freshwater marsh, permanent sloughs, seasonal lakes, and large stands of valley oak woodland. The floodplain on the west side of the project levee is part of the 100-year meander belt of the Sacramento River. This floodplain sits on a high terrace above the Sacramento River. Historic photographs from 1964 and 1975 demonstrate the dynamic conditions on the river side of the project levee as well as remnant slough and oxbow lake (abandoned channel meander) signatures (**Appendix D**). Much of this historic habitat has been converted or otherwise altered to accommodate agricultural land uses. The Study Area is zoned Exclusive Agriculture (**Figure 5**) and the General Plan designates the parcels as Agricultural General on the east side of the project levee and Designated Floodway on the west side of the project levee.

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3.2 Climate

The region's Mediterranean climate has cool, wet winters and hot, dry summers. The average annual minimum temperature at the nearest weather station in Colusa is 47.6°F and the average annual maximum temperature is 75°F. Average annual precipitation received via rainfall over the period of record is 16.22 inches (WRCC 2023).

3.3 Geology

An ancient Sacramento River system lies between the current channel alignment and its adjacent basins. Natural levees form gentle mounds on either side of the Sacramento River in the Study Area's reach, separating the main channel from overflow basins on either side. Natural levees consist of loamy soils, while basin soils have a higher clay component. There are many oxbow lakes and meander scars in this reach of the Sacramento River. The riverbanks are composed of silts and sands (SRCAF 2003).

The Sacramento River Watershed contains four major landform types (each with its own characteristic soils): (1) floodplain, (2) basin rim/basin floor, (3) terraces, and (4) foothills and mountains. Within the Study Area, mapped geologic landforms include Sacramento River floodplain with natural levees and flood basin (Olmstead and Davis 1961). Floodplain alluvial soils promote vigorous growth of plants and are commonly used for agricultural purposes. Basin landforms consist of poorly drained soils, with saline and alkali soils in the valley trough and on the basin rims. A strip of natural levee deposits lies on the east side of the project levee within this reach of the Sacramento River (SRCAF 2003).

3.4 Soil

There are 2 soil series mapped within the Study Area (**Figure 6**): Moonbend silt loam (frequently flooded series on the riverside of the project levee and occasionally flooded on the landside) and Vina loam (NRCS 2023).

Moonbend silt loam is moderately well drained soil found on floodplains and derived from alluvium (NRCS 2006). The hydrology of this frequently flooded soil series has been altered in frequency and duration by flood control structures. In particular, the occasionally flooded soil unit now floods for longer periods than under historic conditions. Available water capacity is very high and runoff is very low. The Moonbend series is typically used for irrigated crops (NRCS 2006). Native vegetation associated with this soil series includes oaks, willows, wild grapes, and annual grasses and herbs.

Vina loam is well drained soil found on floodplains and derived from alluvium (NRCS 2006). Available water capacity is high and runoff is very low. Flooding is frequent in the mapped unit. The Vina loam series is typically used for irrigated crops (NRCS 2006). Native vegetation associated with this soil series includes valley oaks, cottonwoods, and annual and perennial grasses.

3.5 Topography

Topography in the Study Area is variable; however, the majority is flat to gently sloping with elevations ranging from 70 to 75 feet above mean sea level (msl) (**Figure 2**). The riverbank along the southwestern portion of the Study Area and the oxbow lake have steeper slopes ranging from approximately 60 to 70 feet above msl. The project levee rises steeply above the floodplain to approximately 90 feet above msl. In general, the topography gently slopes towards the north and east on the riverside of the project levee and towards the southeast on the landside of the project levee (**Figure 7**).

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3.6 Watershed and Hydrology

The Study Area crosses two watersheds, the Sacramento River 12-digit Hydrologic Unit Code (HUC) and the Lower Butte Creek 12-digit HUC (**Figure 8**) and occurs within Reach 3 of the Sacramento River (Chico Landing to Colusa). The greater Sacramento River watershed drains over 27,000 square miles of the Sacramento Valley into the middle and lower reaches of the Sacramento River. The upper watershed includes the drainages above Lake Shasta and Lake Oroville. The valley segment includes the upper Colusa and Cache Creek watershed on the west side of the river and the Feather River and American River watersheds on the east side of river. The Sacramento River's gentle descent into the Delta subtlety decreases from 300 feet at its northern end to near sea level in the Delta (Olmstead and Davis 1961). Historically, the Sacramento River overflowed its banks downstream of Stony Creek (south of Hamilton City) during floods (Thompson 1961). The overflow traveled through the sloughs and channels within the Butte, Sutter, Colusa, and Yolo Basins into the Delta. The complex network of sloughs and other distributary channels that previously meandered their way into tule-filled basins have been replaced by a systematic network of overflow areas and weirs. Typically, the floodplain within Reach 3 is inundated by a 2-year flood event (SRCAF 2003). The area west of the project levee occurs in the 100-year Flood Hazard Area defined by the Federal Emergency Management Agency (**Figure 5**).

The hydrology of the lower Butte Creek system varies on an annual, seasonal, and daily basis. In winter and spring of wet years, the Butte Sink is flooded most of the time. During dry periods, water flows are low or even absent from some (ESA 2012). Diversions from the Sacramento and Feather Rivers augment natural flows in Butte Creek during dry years. Sacramento River flows that spill at the Colusa and Moulton Weirs flood the Butte Basin. These conditions occur before the Sacramento River is at flood stage; however, Butte Creek can already be at flood stage at the same time because of upstream inflow conditions (ESA 2012). Butte Creek is one of the remaining 3 tributaries to the Sacramento River that sustains a population of wild spring-run Chinook salmon (Lindley et al. 2004).

3.7 Vegetation and Habitat

Vegetation patterns vary by regional climate patterns, geomorphic conditions, and land uses. The Sacramento River corridor in Reach 3 is confined by a setback levee system and is a highly managed landscape. Natural plant and wildlife communities are generally restricted to field edges and a narrow corridor along waterways. Backwaters along this stretch of the river flood surfaces west of the project levee during large winter storm events.

The following habitat types and associated vegetation characterize the Study Area: riparian woodland, freshwater emergent wetland, riparian scrub, orchard, cropland, fallow field, ruderal, and disturbed/developed (**Figure 9**). The majority of the Study Area is used for farming operations. According to the current landowner, farming activities have been ongoing since the 1920s.

Special-status plants and animals that are known to or have potential to occur are detailed in Sections 3.8 and 3.9, respectively. Recorded occurrences of select special-status species within a five-mile radius of the Study Area is provided as **Figure 10**. The locations of mapped elderberry are shown on **Figure 9**. Representative photographs of current condition are provided as **Appendix E**. Vegetation and habitat descriptions are provided below.

3.7.1 Riparian Woodland

Riparian communities occur in floodplains, in and along watercourses, and along other transitions from aquatic to terrestrial habitats. Riparian woodland vegetation alliances are often flooded on a seasonal to

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periodic basis and characterized by the trees dominating the upper canopy. Mature riparian woodland communities have a multilayered vertical structure with lower, middle, and upper canopies. Composition is generally driven by flooding frequency and timing, depth to groundwater, and stages of succession. Riparian forest successional stages along the Sacramento River are associated with the 100-year meanderbelt. Beyond the meanderbelt, valley oak riparian forests intergrade into valley oak woodland. Riparian habitat management policies developed for the Sacramento River Conservation Area include the concept of the "inner river zone." The inner river zone combines the past 100-year meanderbelt with projected erosion locations 50 years in the future (SRCAF2003).

Riparian woodland within the Study Area occurs in a narrow band along the terrace adjacent to the Sacramento River and along an oxbow lake in the northeast corner of the Study Area. Much of this remnant habitat is mature and represents later stage successional riparian woodland. Due to its location on a higher terrace above the river, floodwaters move slowly bringing deposition - but may not have sufficient velocity to trigger reversion to early successional riparian.

The area mapped as riparian along the Sacramento River (**Figure 9**) is characterized by large, mature Fremont cottonwood (*Populus fremontii*) that dominate the overstory. While the canopy cover provided by cottonwood is less significant than other plant associates, these trees tower over 100 feet above the river terrace. The mid-story includes stands of boxelder (*Acer negundo*), Northern California black walnut (*Juglans hindsii*), Valley oak (*Quercus lobata*), and edible fig (*Ficus carica*). Canopy cover is moderate to dense. Trees and shrubs in the low canopy include blue elderberry (*Sambucus mexicana*), California rose (*Rosa californica*), Himalayan blackberry (*Rubus armeniacus*), California blackberry (*Rubus ursinus*), poison oak (*Toxicodendron diversilobum*), and button willow (*Cephalanthus occidentalis*). Willows (*Salix gooddingii* and *S. lasiolepis*) are present sporadically. The understory herbaceous layer consists of annual grasses, California mugwort (*Artemisia douglasiana*), and annual forbs. Lianas including wild grape (*Vitis californica*), dutchman's pipevine (*Aristolochia californica*), and pipestem (*Clematis lasiantha*) drape across the riparian canopies. The understory in some areas is absent due to dense canopy cover and flooding regimes while other areas are impenetrable with dense woody vegetation, fallen limbs, and flood-driven deposits. A small stand of California sycamore (*Platanus racemosa*) is present in the mature riparian in the southwestern corner of the Study Area.

A narrow band of valley oak riparian occurs in the upland transition from the oxbow lake to a maintained dirt road. Mature valley oak trees provide deep shade, and the understory is characterized by California rose, Himalayan blackberry, poison oak, and California wild grape.

Riparian woodland habitat is highly valued by wildlife. These stream-side woodlands are an important source of food, water, movement corridors, and cover for many resident and migratory species. Mature riparian habitat within Reach 3 of the Sacramento River is highly valued for listed species such as Swainson's hawk (*Buteo swainsoni*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), and valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*).

Resident birds include black phoebe, oak titmouse (*Baeolophus inornatus*), bushtit (*Psaltriparus minimus*), wrens, Anna's hummingbird (*Calypte anna*), northern mockingbird (*Mimus polyglottos*), and California scrub-jay (*Aphelocoma californica*). Transient use may include western tanager (*Piranga ludoviciana*), vireo, and warblers. Mature trees support raptors and other birds of prey including osprey (*Pandion haliaetus*), red-shouldered hawk (*Buteo lineatus*), and turkey vulture (*Cathartes aura*). Snags are available for flickers, woodpeckers, owls, nuthatches, tree swallows, and other cavity-nesting birds.

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Dense thickets and stands of herbaceous vegetation offer cover, food, and nesting habitat for a many wildlife species, and provide high quality escape cover for mule deer (*Odocoileus hemionus*), black-tailed jackrabbit (*Lepus californica*), California quail (*Callipepla californica*), white-crowned and golden-crowned sparrow (*Zonotrichia leucophrys* and *Z. atricapilla*), and hermit thrush (*Catharus guttatus*). Dusky-footed woodrat (*Neotoma fuscipes*), deer mice (*Peromyscus maniculatus*), and gray fox (*Urocyon cinereoargenteus*) are common inhabitants.

3.7.2 Freshwater Emergent Wetland

The oxbow lake supports freshwater emergent wetland vegetation. Freshwater emergent wetland vegetation zones characteristically occur as a series of concentric rings which follow basin contours and reflect the relative depth and duration of flooding. The portion of the oxbow lake within the Study Area had distinct vegetation layers. The feature was dry during the reconnaissance, and its bottom was a dense, nearly homogenous cover of cocklebur (Xa*nthium strumarium*). Cocklebur is a native annual herb with a Facultative wetland rating – meaning it is equally likely to be found in non-wetlands and wetlands.

Freshwater emergent wetlands are highly productive habitats and widely used by resident and migratory wildlife. In the northern Central Valley, migratory waterfowl flock to wetlands beginning in September, and peaking in December and January. Emergent wetlands within several wildlife refuges in the vicinity of the Study Area support waterfowl species such as greater white-fronted geese (*Anser albifrons*), northern pintail (*Anus acuta*), bufflehead (*Bucephala albeola*), northern shoveler (*Anas clypeata*), and American widgeon (*Mareca americana*). Other migrant, partially migrant, or resident birds may include wading birds such as greater sandhill crane (*Antigone [Grus] canadensis tabida*), black-crowned night-heron (*Nycticorax nycticorax*), great egret (*Ardea alba*), greater yellowlegs (*Tringa melanoleuca*), and black-necked stilt (*Himantopus mexicanus*); as well terrestrial species with some association with wetlands: black phoebe (*Sayornis nigricans*), red-winged blackbird (*Agelaius phoeniceus*), belted kingfisher (*Megaceryle alcyon*), and bald eagle (*Haliaeetus leucocephalus*). Non-avian species associated with wetlands include bullfrog (*Lithobates catesbeianus*), mosquitofish (*Gambusia affinis*), garter snakes, western fence lizard (*Sceloporus occidentalis*), California vole (*Microtus californicus*), northern river otter (*Lontra canadensis*), and striped skunk.

3.7.3 Riparian Scrub

Within the oxbow lake feature, the emergent wetland grades to a California button willow and California wild grape-dominated riparian scrub community along the outer edges and rim of the feature. Riparian scrub communities occur along the wetter edges of aquatic features and are often densely vegetated. These attributes provide important cover and nesting habitat for resident and migratory birds such as bitterns, herons, egrets, vireo, warblers, and red-winged blackbirds.

3.7.4 Orchard

The majority of the Study Area has been used for growing walnut trees. Orchards are planted in uniform patterns and intensively managed. Canopy closure ranges depending on tree maturity. The understory is generally lacking due to ongoing maintenance. Walnut orchard is present on both sides of the project levee, in various stages of development. Drip irrigation is used to supply water.

Areas mapped as orchard in **Figure 9** may include field edges with ruderal, nonnative-dominated vegetation. Ruderal species include annual grasses, filaree (*Erodium* spp.), dock (*Rumex* spp.), mustards

(*Brassica* spp.), chicory (*Cichorium intybus*), yellow starthistle (*Centaurea solstitialis*), Bermuda grass (*Cynodon dactylon*), and perennial pepperweed (*Lepidium latifolium*).

Mule deer, raccoons (*Procyon lotor*), striped skunk, western gray squirrel (*Sciurus griseus*), wild turkey (*Meleagris gallopavo*), and black-tailed jackrabbit may use these areas for foraging and movement. Walnuts may provide food for northern flicker (*Colaptes auratus)*, California scrub jay, American crow (*Corvus brachyrhynchos*), oak titmouse, Brewer's blackbird (*Euphagus cyanocephalus*), house finch, western gray squirrel, and California ground squirrel (*Otospermophilus beecheyi)*.

3.7.5 Cropland

A small portion of the Study Area mapped as cropland is currently farmed for beans. During the non-growing season, this area is cleared of vegetation. A segment of a remnant slough feature (subtly variable topography) occurs within the cropland area in and adjacent to the Study Area and provides connection to the oxbow lake during flood events. This feature is evident in the 1975 aerial (Appendix D). Wildlife habitat is currently minimized in this highly managed area except for limited foraging and movement.

3.7.6 Fallow Field

The fallow fields vary in composition based on length of time out of production. They range from mostly barren expanses in newly cleared fields to dense patches of pest plants. Common species included mustards, Johnson grass (*Sorghum halepense*), dock, Jimson weed (*Datura stramonium*), radish (*Raphanus sativus*), sow thistle (*Sonchus* spp.), and prickly lettuce (*Lactuca serriola*). A hedge of American bird's foot trefoil (*Acmispon americanus*) was noted along a field edge.

Current conditions support limited foraging opportunities for various wildlife (much of the same species listed above under orchard) and the field acts as a movement corridor for terrestrial species. However, it was noted that the large woody piles remaining post-clearing of the orchards were benficiallybused by jackrabbit, squirrels, hawks, and songbirds. It had the highest number of wildlife observations during the surveys.

3.7.7 Ruderal

Ruderal habitats are characterized by areas that are predominantly vegetated with weedy plant species due to routine human disturbances (i.e., herbicide spraying, disking, mowing, vehicular traffic, etc.). Plant species composition within ruderal habitat is typically dominated by non-native grasses and forbs as described above for areas along field edges. Ruderal habitat within the Study Area was characterized by annual bromes (*Bromus* spp.), mustards, dock, bermuda grass, puncture vine (*Tribulus terrestris*), and yellow starsthistle.

Wildlife associated with ruderal habitat are tolerant of disturbances such as mowing, herbicide spraying, and foot and vehicle traffic. Wildlife species using this habitat type may include house mouse (*Mus musculus*), American crow, Brewer's blackbird, European starling (*Sturnus vulgaris*), house finch (*Carpodacus mexicanus*), California scrub-jay, and yellow-billed magpie (*Pica nuttalli*).

3.7.8 Disturbed/Developed

Disturbed and Developed habitats within the Study Area include the project levee and other staging, parking, and operational infrastructure associated with farming activities. These areas are mostly barren

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or vegetated by nonnative grasses and forbs. The ongoing disturbance and maintenance of these areas generally precludes substantial wildlife use.

3.8 Special-status Plants

A list of special-status plants with potential to occur in the Study Area is provided as **Table 1**. Based on a habitat suitability analysis of all the species listed in **Table 1** and best professional judgement, two plants with California Rare Plant Rank (CRPR) status have potential to occur in the Study Area: peruvian dodder (*Cuscuta obtusiflora* var. *glandulosa*) and woolly rose mallow (*Hibiscus lasiocarpos* var. *occidentalis*). The two special-status plant species are detailed below.

3.8.1 CRPR Status Species

3.8.1.1 Peruvian dodder

Peruvian dodder is an annual parasitic vine in the morning glory family (Convolvulaceae). Freshwater emergent wetland species are host to this dodder (associated with plants in the genus *Alternanthera*, *Dalea*, *Lythrum*, *Polygonum*, and *Xanthium*). Flowering may occur July through October. Its CRPR is 2B.2; plants that are rare, threatened, or endangered in California, but more common elsewhere; fairly threatened in California.

Suitable habitat is present in and around the oxbow lake. Occurrences are recorded in the Butte Sink vicinity south of the Study Area in the Sanborn Slough USGS 7.5-minute quadrangle.

3.8.1.2 Woolly rose-mallow

Woolly rose mallow is a rhizomatous herbaceous perennial in the mallow family (Malvaceae). Flowering typically occurs June through September. General habitat requirements include shallow freshwater wetland and riparian backwaters. Typically, it is associated with open, freshwater marsh habitats along slow-moving waterways growing along with tule/bulrush (*Schoenoplectus* spp.). Its CRPR is 1B.2; plants that are rare, threatened, or endangered in California and elsewhere, and seriously threatened in California. Most known occurrences are very small.

Suitable habitat is present in and around the oxbow lake. Occurrence records are found approximately 3 miles northeast of the Study Area.

3.9 Special-status Animals

A list of special-status animals with potential to occur in the Study Area is provided as **Table 2**.
Listed species known to and with potential to occur in the Study Area include: valley elderberry longhorn beetle, Southern Distinct Population Segment (DPS) green sturgeon (*Acipenser medirostris)*, Central Valley steelhead (*Oncorhynchus mykiss irideus*), Chinook salmon (*Oncorhynchus tshawytscha*) – both winter-run (pop. 7) and spring-run (pop. 11) populations, Swainson's hawk , greater sandhill crane, western yellow-billed cuckoo, bank swallow (*Riparia riparia*), and tricolored blackbird (*Agelaius tricolor*).

Additional special-status wildlife species that also have potential to occur in the Study Area include: western pond turtle (*Emys [Actinemys] marmorata*), Cooper's hawk (*Accipiter cooperii*), white-tailed kite (*Elanus leucurus*), yellow-breasted chat (*Icteria virens*), loggerhead shrike (*Lanius ludovicianus*), Modesto song sparrow (*Melospiza melodia*) ("Modesto" population), Northern California ringtail (*Bassariscus astutus raptor*), and western red bat (*Lasiurus blossevillii*). A description of potentially occurring special-status animals is provided below.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

3.9.1 Federal and State Listed Species

3.9.1.1 Valley Elderberry Longhorn Beetle

The valley elderberry longhorn beetle is an invertebrate that is federally listed as Threatened. Valley elderberry longhorn beetle depends on elderberry shrubs (*Sambucus* sp.) for their entire lifecycle and is, therefore, typically only found on or near these plants. The valley elderberry longhorn beetle is typically associated with riparian habitat. The species' range is restricted to the Central Valley, and occurrences are documented within and between Shasta and Fresno counties (USFWS 2009). To serve as host habitat, elderberry shrubs must have stems that are 1.0 inch or greater in diameter at ground level. Use of the plants is rarely apparent but may be observed by the presence of exit holes (USFWS 2009).

Adult beetles are active from March to June, which is their assumed breeding season. Adults are known to lay eggs in the crevices of bark of elderberry plants. Larvae hatch days later and bore into the stem of the elderberry shrubs, where they feed on the pith. Larvae pupate inside the stem and emerge as adults in the spring (USFWS 2009). Once ready to emerge, individuals cut an exit hole through the wood and bark of the elderberry plant. Adults may fly between elderberry plants (USFWS 2009).

During reconnaissance, elderberry shrubs were documented within riparian habitat along the edge of the Sacramento River (**Figure 9**). The locations of elderberry shrubs were mapped using a Global Positioning Unit, and flagging was added for field identification. Most points shown on **Figure 9** represent individual shrubs, but a few represent dense shrub clusters growing in rings that were not readily distinguishable. Typical associations included an open canopy near Northern California black walnut and lianas of pipestem and California wild grape. The mapped shrubs are generally mature with numerous stems greater than 6-inches wide at the base. Reconnaissance noted potential exit holes on a few older stems.

3.9.1.2 Green Sturgeon

The Southern DPS green sturgeon is an anadromous fish that is federally listed as a Threatened species. Southern DPS Green sturgeon is genetically distinct from and spawns in different locations than Northern DPS. Southern DPS green sturgeon includes populations originating from coastal watersheds south of the Eel River, with the only known spawning population occurring in the Sacramento River and its tributaries (Feather and Yuba Rivers). In the Sacramento River, green sturgeon spawn every 2-6 years, but typically every 3-4 years (NOAA 2015). The mainstem of the Sacramento River is the only river where spawning has been confirmed, and all life stages of Southern DPS green sturgeon are supported (NOAA 2009). Spawning occurs in cool sections of the upper Sacramento River, in fast, deep pools with small to medium sized gravel, cobble, or boulder substrates. In February, green sturgeon begin their spawning migrations from the ocean and spawn between March and July, with peak spawning between April and July (NOAA 2015). Spawning and migrations in the Sacramento River are triggered by increased flows. Eggs and larvae develop in freshwater, likely near natal waters, and juveniles may spend up to 4 years feeding in estuarine waters before dispersing into the ocean (NOAA 2009).

Locally, critical habitat is designated for this DPS in the Upper Sacramento, Feather, and Yuba Rivers, and the Sacramento-San Joaquin Delta. In riverine habitats, critical habitat for this species includes the stream channel laterally to the ordinary high water line, or the bankfull elevation – where the water leaves the channel to enter the floodplain every 1-2 years. In the Sacramento River, this incudes waters from the I-Street Bridge (Old Town Sacramento/West Sacramento) to Keswick Dam (Redding, CA) (NOAA 2009). Threats to the Southern DPS include impassable barriers (e.g. dams) and flood bypass systems, decreased flows, and increased temperatures, among others (NOAA 2015).

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

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A portion of the Study Area is along the Sacramento River, which is within designated critical habitat for Southern DPS green sturgeon in California. The Sacramento River is also an important migration corridor for Southern DPS green sturgeon. Within the Study Area, riparian vegetation may provide cooling shade to streambanks, cover, and a potential source of invertebrate prey.

3.9.1.3 Central Valley Steelhead

Central Valley steelhead is federally listed as a Threatened species. Steelhead is the anadromous form of the species (the resident form is commonly known as rainbow trout). Historically, the Central Valley steelhead DPS spawned and reared in most of the accessible upstream reaches of Central Valley rivers and many of their tributaries. The current range of the Central Valley steelhead includes the Sacramento and San Joaquin Rivers and every major tributary downstream of dams. Central Valley steelhead enter fresh water from August through April, and enter tributaries once flows are high-enough. Steelhead spawn December through April, peaking from January through March, in small streams and tributaries with year-round cool, oxygenated water (NOAA 2016). The female digs a redd (gravel nest), typically at the end of a pool or riffle, in coarse gravel. Fry and juveniles initially use cool, shallow, protected streambank habitat where riffles are predominant and undercut banks and/or riparian vegetation provide cover. As they mature, and increase in size, juvenile steelhead shift to using runs, then pools. Aquatic and terrestrial insects and other small invertebrates serve as their primary food source. Juvenile steelhead typically spend 2 years in the river systems before emigrating to the ocean, and spend 2 to 4 years in marine waters before returning to their natal streams (NOAA 2014).

Locally, critical habitat is designated for Central Valley steelhead in the Sacramento River and its tributaries below Keswick Dam (Redding, CA) (NOAA 2009). Threats to the Central Valley steelhead include impassable barriers which block access to historic natal sites, decreased flows, increased temperatures, loss of spawning habitat, and loss of genetic integrity due to hatchery practices (NOAA 2014).

A portion of the Study Area is along the Sacramento River, which is within designated critical habitat for Central Valley steelhead DPS; the Study Area falls within the Colusa Basin Hydrologic Unit of critical habitat. The Sacramento River is also an important migration corridor for the Central Valley steelhead DPS. Within the Study Area, riparian vegetation may provide cooling shade to streambanks, cover, and a potential source of invertebrate prey for migrating steelhead. Additionally, the floodplain on the west side of the project levee provides off-channel habitat during high water events.

3.9.1.4 Chinook Salmon

Sacramento River winter-run Chinook salmon is federally and state listed as an Endangered species. Central Valley spring-run Chinook is federally listed and state listed as a Threatened species. Winter-run and spring-run populations of Chinook salmon are Evolutionary Significant Units (ESUs), or distinct populations that are delineated for conservation purposes. Chinook salmon are anadromous fish that currently inhabit rivers and streams tributary to the Sacramento River ecosystems, including the American, Yuba, and Feather Rivers. Chinook salmon include four variants whose life history patterns include migrating upstream during different times of the year. Sacramento winter-run Chinook consists of one population named for the timing of its spawning migration; winter-run enters the Delta and lower Sacramento River from December through July, peaking January through April. Winter-run Chinook must “hold” within suitable habitat upstream for several months while they become sexually mature, and then will spawn between late-April and mid-August, peaking in June and July.

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Adult winter-run Chinook salmon need deep, cool, well-oxygenated pools for holding, and need swift, relatively shallow riffles with clean loose gravel, or along margins of deeper river reaches for spawning and laying eggs. Current spawning habitat for winter-run Chinook is limited primarily between the Red Bluff Diversion Dam and Keswick Dam (NOAA 2014). Winter-run Chinook may spend almost a year in the river before migrating downstream, between July peaking in September, and possibly continuing through March in dry years. Juvenile Chinook undergo smoltification downstream and in the Delta, where they forage in the estuarine waters primarily November through early May, and them emigrate from November through May (NOAA 2014). Terrestrial insects, small fish, and crustaceans are particularly important food for Chinook salmon. Once in the ocean, juvenile Chinook spend 2 to 4 years in marine waters before returning to natal waters to spawn (NOAA 2014).

Central Valley spring-run chinook populations begin spawning migration begins late January and early February, entering the Sacramento River between March and September, peaking in May and June. As with the winter-run Chinook, spring-run must also hold for several months in freshwater until spawning occurs in the Sacramento River and its tributaries mid-August to early October. Mill, Deer, and Butte Creeks are the remaining tributaries to the Sacramento River that sustain a population of wild spring-run Chinook salmon (Lindley et al. 2004). The habitat needs for the Central Valley spring-run Chinook are the same as those for Sacramento winter-run Chinook. Spring-run juvenile may spend up to 16 months in freshwater, but some migrate to the ocean within 8 months of hatching. Emigration occurs between December and April, but timing may differ by stream of origin and may be influenced by flow. For example, juveniles outmigration patterns in Butte, Mill, and Deer Creeks are similar, but differ from those in the Feather River, where outmigration occurs slightly earlier, possibly due to habitat limitations (NOAA 2014).

Locally, critical habitat is designated for Sacramento winter-run Chinook and Central Valley spring-run in the Sacramento River and its tributaries below Keswick Dam (Redding, CA) (NOAA 2014). Threats Chinook salmon include impassable barriers which block access to historic natal sites, decreased flows, increased temperatures, loss of gravel essential for spawning habitat, and vulnerability to catastrophic events due to a single or small population size (NOAA 2014). In recent news, returns of Central Valley spring-run Chinook to Mill and Deer Creeks were fewer than 25 adults. Butte Creek returns were at its lowest in more than 30 years, and adults further suffered impacts from a canal failure within its watershed. As a result, NOAA and CDFW are pursing urgent measures to safeguard the genetic heritage of this ESU, including capturing juvenile salmon from Mill, Deer, and Butte Creeks and rearing in captivity at a UC Davis facility for at least 2 years (CDFWb 2023).

A portion of the Study Area is along the Sacramento River, which is within designated critical habitat for Sacramento winter-run and Central Valley spring-run Chinook ESUs; the Study Area falls within the Colusa Basin Hydrologic Unit of critical habitat. Within the Study Area, riparian vegetation may provide cooling shade to streambanks, cover, and a potential source of invertebrate prey for migrating steelhead. Additionally, the floodplain on the west side of the project levee provides off-channel habitat during high water events. At the Willow Bend Preserve, which is immediately south of the Study Area on the east side of the project levee, River Partners' staff observed thousands of tiny particulate baby salmon when the former agricultural field was flooded by Sacramento River waters.

3.9.1.5 Swainson's Hawk

Swainson's hawk is state listed as a Threatened species. Most of today's California population resides throughout much of the Central Valley extending from Tehama County to Tulare and Kings counties. The

more heavily populated areas for this species are found within portions of Yolo, Solano, Sacramento, and San Joaquin counties regions that offer optimum foraging habitat and nesting opportunities. Certain agricultural crops and pastures provide optimum foraging for Swainson's hawks, especially crops that support large insects, such as grasshoppers, or small mammals such as meadow voles and mice. Crops or grazing regimes that expose prey to aerial predation is the preferred foraging habitat. Typical agricultural foraging areas include alfalfa, irrigated pasture, dryland pasture, and some low-growing row crops such as tomatoes, beans, beets, etc. Grain fields such as wheat and oats are also known to serve as important cover types for foraging Swainson's hawks after they are harvested. Swainson's hawks typically hunt in flight or from perches located near foraging areas. Sight is the primary means of detecting prey so low-growing vegetation or sparsely vegetated areas typically exposes prey. Typical flood irrigation can also benefit Swainson's hawks by forcing small mammals and insects to retreat from their hiding places.

The Swainson's hawk population that nests in the Central Valley winters primarily in Mexico but also migrates as far as South America (Airola et al. 2019). Swainson's hawks arrive in the Central Valley between March and early April to establish breeding territories. Breeding occurs from late March to late August, peaking in late May through July (Zeiner et al. 1988-1990). In the Central Valley, Swainson's hawk nest in isolated trees, small groves, or large woodlands next to open grasslands or agricultural fields. This species typically nests near riparian areas, and nest locations are usually in close proximity to suitable foraging habitats. Swainson's hawks return to their wintering grounds in late August or early September (Bloom and De Water 1994).

A major threat to Swainson's hawk is loss of native foraging and breeding grounds, which have rapidly been converted to urban or unsuitable uses for breeding Swainson's hawk pairs. Additional threats include use of insecticides, West Nile Virus, and stochastic events. Irregular rainfall patterns causing drought conditions may result in poor quality foraging habitat which, in turn, would negatively impact prey abundance and, ultimately, breeding success and survival (CDFW 2016).

Riparian forest habitats along the Sacramento River provide suitable nesting for Swainson's hawk. In the Study Area, mature trees within riparian woodland habitats provide suitable nesting habitat for this species. A CNDDB occurrence record overlapping with the Study Area noted nesting behavior in 2001 and 2003.

3.9.1.6 Greater Sandhill Crane

Greater sandhill crane is state listed as Threatened and a CDFW Fully Protected species. Within California, the Central Valley population breeds in Siskiyou, Modoc, and Lassen counties and in Sierra Valley within Shasta, Plumas, and Sierra counties, and winters in the Sacramento and San Joaquin Valleys (Zeiner et al. 1988-1990). Greater sandhill crane inhabits healthy, undisturbed wetland habitats, nesting in dense emergent marsh vegetation. During winter, sandhill cranes are generally found in agricultural regions with extensive cereal and other small grain crops. While most foraging is observed in agricultural fields, grasslands and seasonal wetlands are also noted foraging areas. Typically, nearby flooded fields or open water features are used for roosting and loafing (Zeiner et al. 1988-1990).

Since being listed, recovery efforts by agencies and non-agency partners have increased farmland being managed for sandhill cranes; however, threats to greater sandhill crane remain. Some of these threats include conversion of wetlands to agricultural crops, and conversion of agricultural lands to less suitable crops, upon which cranes rely in the winter; also, loss of foraging, loafing, and roosting habitats, especially on private lands (CDFW 1994).

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In the Study Area, fallow field habitats may provide migration and winter foraging opportunities for greater sandhill crane. Within the Gray Lodge Wildlife Area, approximately 9 miles east of the Study Area, field biologists observed sandhill cranes wading in the wetlands and flying overhead.

3.9.1.7 Western Yellow-billed Cuckoo

The western yellow-billed cuckoo is a federally listed Threatened and state listed Endangered species. The yellow-billed cuckoo is a migrant that breeds in North America and winters in South America, primarily south of the Amazon Basin. Historically, yellow-billed cuckoo's breeding range included much of North America, from southeastern and western Canada to the Greater Antilles, in the Caribbean, and northern Mexico. The division of the yellow-billed cuckoo into eastern and western subspecies was first based on morphological differences (particularly size) described from specimens. In later studies, genetic data collected from yellow-billed cuckoos failed to conclusively determine if the western yellow-billed cuckoo was distinguishable. However, USFWS recognizes that the western yellow-billed cuckoo is at least *distinguishable* at the subspecies level, even if there is not enough support in the literature to recognize it as a subspecies (USFWS 2013). For the purposes of conservation, the western yellow-billed cuckoo is considered a DPS, and occurring west of the Rocky Mountains, the watershed divide between the Rio Grande and Pecos Rivers, and the Chihuahuan Desert in Mexico. Also, the western yellow-billed cuckoo is generally larger and have longer wings, tails, and bills.

In California, the breeding range for western yellow-billed cuckoo includes suitable habitat within the broad, lower flood-bottoms of river systems such as the Sacramento and San Joaquin Rivers (USFWS 2013). Western yellow-billed cuckoos require deciduous riparian thickets or forests with dense, low, or understory cover by slow-moving watercourses. This species generally selects these habitats for nesting only if they are present in contiguous stands of at least 25 acres and are 300 feet in width (Gaines 1974). Smaller or narrower stands of suitable habitat are rarely used (SRCAF 2003). The yellow-billed cuckoo prefers to nest in willows, but may also use other trees, including alder, cottonwood, box elder, sycamore, and walnut, all of which occur along the Sacramento River. Although once very common along the Sacramento River, populations have drastically declined; in California, it is estimated that yellow-billed cuckoos have declined more than 99 percent from historical levels (USFWS 2013).

Critical habitat has been designated: from the city of Red Bluff, in Tehama County, continuing downstream through Butte and Glenn Counties, to Colusa, in Colusa County. Threats to western yellow-billed cuckoo include habitat destruction, modification, and degradation from various activities, including conversion to agricultural uses, changes to river flow, and urban development. Other habitat-related factors include increased wildfire, invasive species, and fragmentation. Because populations of western yellow-billed cuckoo are isolated and small, this species is more susceptible to further declines and chance events (USFWS 2013).

Ongoing surveys for this species have documented western yellow-billed cuckoos present north and just south of the Study Area (as recent as 2013). Restoration of riparian woodland, particularly adjacent to existing habitat may be critical to the persistence of this species. Research documented western yellow-billed cuckoos in restored riparian woodland as soon as four years after planting (Dettling et al. 2014). CNDDB occurrences are recorded in the vicinity of the Study Area.

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3.9.1.8 Bank Swallow

Bank swallow is a state listed Threatened species. A migratory species, the California populations winter in Central and South America and breed in the northern and central regions of the state, where suitable nesting habitat exists. Bank swallow is primarily a riparian species throughout its breeding range. In California, current bank swallow populations are focused in riparian scrub and woodland along the Sacramento and Feather Rivers, where approximately 70 to 90 percent of known bank swallow populations are estimated to occur. Bank swallow populations along the central and southern coast, and other historic population locations, have been extirpated.

Bank swallow arrive in California beginning in March, and lay eggs mainly between mid-April and mid-May. Bank swallow nests in colonies in eroded vertical or near-vertical banks, bluffs, or cliffs with friable alluvial soils within river systems. Males dig nesting holes where soils are fine-textured or sandy. The dynamic processes of the river erodes banks and bluffs, both creating new vertical cliff faces and eroding away old nest burrows. During the breeding season, the bank swallow forages for mainly flying or jumping insects over open water, riparian woodland, grassland, brushland, wetlands, and agricultural fields; bank swallow may forage in similar habitats at wintering sites (BSTAC 2013).

Because bank swallow is directly tied to natural river processes to provide habitat, the loss of those processes is the most important overall threat to bank swallow. Land conversion, bank stabilization, and flood management activities, and water supply operations have caused loss of nesting and foraging habitat for, as well as direct mortality to bank swallow by removing or inundating habitat, or preventing the river from moving laterally and eroding the banks (BSTAC 2013).

CDDDB occurrences include 13 records within 5 miles of the Study Area, and almost half of these occurrences have been lost due to riverbank protection efforts. A single occurrence record mapped at RM 160, left bank, in 1998 corresponds closely with the location of the Study Area. Ongoing surveys between 1986 and 2009 noted a single breeding colony in 1998. Based on accessible viewpoints from the land, the bank of the Sacramento River within the Study Area is well vegetated and may not be currently suitable for nesting; however, future flood events may re-establish suitable nesting substrate.

3.9.1.9 Tricolored Blackbird

Tricolored blackbird is state listed as a Threatened species. These colonial birds nest in protected habitats such as tules and cattails within emergent marsh, and in willow and bramble thickets. Mustard and thistle may also be used for nesting, and in some areas, tricolored blackbirds will nest in agricultural stands of wheat or other grains. Tricolored blackbirds require a source of open water within one-third of a mile (half a kilometer) of the nesting colony (Natomas Basin Conservancy 2021). Foraging grounds contain an abundance of insect prey during the breeding season and consist mainly of pond margins, irrigated pastures, flooded rice fields, dairies, and croplands.

Tricolored blackbird nest in dense colonies from mid-March to early July. During the breeding season, adults will forage up to eight miles away from the colony (Natomas Basin Conservancy 2021). Central Valley tricolored blackbirds disperse widely in late summer to find food, remaining in nomadic foraging flocks throughout winter. In March and April, tricolored blackbirds move to their initial breeding territories in Sacramento County and the San Joaquin Valley. Tricolors are itinerant breeders and may nest sequentially in more than one location within the same breeding season. As with many songbirds, tricolored blackbirds depend heavily upon insects during the breeding season, consuming beetles, grasshoppers, weevils, and the larvae of aquatic emergent invertebrates. The bulk of the diet shifts to weed and grass seeds once the breeding season has passed (Natomas Basin Conservancy 2021).

Threats to tri-colored blackbird include land conversion of nesting and foraging habitats to intensive agriculture and development; predation by black-crowned night-herons, coyotes, racoons, and ravens; mowing of active nesting colonies in grain fields; and fluctuating water levels (Churchwell et al. 2005).

Within the Study Area, riparian habitats may be suitable for nesting and fallow field habitats have potential to support foraging. Several CNDDB occurrences are recorded in the vicinity of the Study Area; however, records are from the 1930's and 1970's and more recent surveys did not detect breeding colonies.

3.9.2 Other Special-Status Animal Species

3.9.2.1 Western Pond Turtle

Western pond turtle is a CDFW Species of Special Concern. Based on morphological and genetic analyses, western pond turtle is split into two subspecies: northwestern pond turtle and southwestern pond turtle. Recently USFWS proposed that both northwestern and northeastern pond turtle subspecies be listed as a Threatened species (USFWS 2023). The current range of northwestern pond turtle in California includes areas of the Coast Range from the Oregon-California border down to northern Monterey County, the lower elevation and foothills of the southern Cascades and Sierra Nevada Mountains, and areas within the Sacramento and San Joaquin Valleys (USFWS 2023). Western pond turtle has been observed in many of the Central Valley refuges, including Colusa, Sutter, Delevan, and Sacramento National Wildlife Refuges. The Sacramento River may also provide habitat for western pond turtle (Germano 2021).

Western pond turtle occurs in a wide range of aquatic habitats, including rivers, streams, lakes, wetlands, marshes, vernal pools, reservoirs, irrigation ditches, settling ponds, and estuaries with tidal influence. Western pond turtle prefers slow-moving or standing water with features such as mud, logs, rocks, that provide both basking substrate and underwater refuge. Submerged vegetation and undercut banks also provide underwater cover. Nests are constructed in spring or early summer along sandy banks or in adjacent uplands, depending on site suitability. Upland nest habitats often are sparsely vegetated, with short grasses and forbs, and little or no canopy cover to allow for exposure to direct sunlight (USFWS 2023). Eggs may be laid from March through August subject to local conditions (Zeiner et al. 1988-1990). Upland overwintering habitat usually occurs above the high water elevation of the aquatic habitat and beyond the riparian zone; western pond turtle in the Central Valley generally overwinter where there is direct exposure to sunlight for part of the day. Suitable habitat for western pond turtle is potentially present within the Sacramento River, the oxbow lake feature, and riparian areas; protection and enhancement of this habitat would benefit western pond turtle.

3.9.2.2 Coopers Hawk

Cooper's hawk is a CDFW Watch List species and protected under the U.S. Migratory Bird Treaty Act. Cooper's hawk requires woodland or forested habitat to forage and nest. It is known to hunt in broken woodland and along habitat edges; it catches prey in air, on ground, and in vegetation. This raptor breeds from March through August with peak activity May through July. Large trees within the Study Area provide suitable nesting sites; riparian woodland, fallow fields, and habitat edges provide foraging habitat.

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Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

3.9.2.3 White-tailed Kite

The white-tailed kite is a CDFW Fully Protected raptor. White-tailed kites feed on rodents, small reptiles, and large insects in fresh emergent wetlands, annual grasslands, pastures, and ruderal vegetation. They breed between February and October. Unlike other raptors, white-tailed kites are communal and often roost and occasionally nest together; therefore, disturbance of a relatively small roost or nesting area could affect a large number of birds. The Study Area provides potential foraging and nesting habitat for white-tailed kite. Suitable habitat for this species occurs in fallow fields and riparian areas.

3.9.2.4 Yellow-breasted chat

Yellow-breasted chat is a CDFW Species of Special Concern. This migratory species is a summer resident and nests in dense riparian habitats dominated by willows, alders, Oregon ash, tall weeds, blackberry, and grape vines. This uncommon migrant in California is locally known to occur in Shasta, Colusa, Butte, and Sutter counties, and is more “common” along the upper Sacramento River in Colusa County. Nesting yellow-breasted chat occupy early successional riparian habitats with a well-developed shrub layer and an open canopy. The Study Area provides potential foraging and nesting habitat for yellow-breasted chat. Suitable habitat for this species occurs in fallow fields and riparian areas.

3.9.2.5 Loggerhead Shrike

Loggerhead shrike is a CDFW Species of Special Concern. It is associated with open habitats that have scattered woody vegetation and potential perches such as fences, posts, and utility lines. In California, loggerhead shrikes breed mainly in shrublands or open woodlands with a fair amount of grass cover and areas of bare ground. The nesting season extends from March through June (Yosef 1996). Within the Study Area, small trees and shrubs provide nesting opportunities and fallow fields are potential foraging habitats.

3.9.2.6 Modesto Song Sparrow

The Modesto subspecies population of song sparrow is a CDFW Species of Special Concern. This population is a year-round resident and is typically found from Sacramento Valley through the Delta to the northern San Joaquin Valley. The Butte Sink area is noted for locally abundant numbers of this species. The song sparrow breeds from mid-March through early August (Shuford and Gardali 2008). The species has an affinity for emergent freshwater marshes, particularly those dominated by tule and cattails as well as willow thickets. Primary habitat requirements include moderately dense vegetation for nest sites, a source of standing or running water, semi-open canopies, and exposed ground or leaf litter for foraging (Shuford and Gardali 2008). Riparian areas within the Study Area provide habitat for the Modesto song sparrow. Song sparrow was heard during reconnaissance.

3.9.2.7 Northern California Ringtail

Northern California ringtail is a CDFW Species of Special Concern that nests in rock and tree cavities, and abandoned burrows or woodrat nests in riparian forests, chaparral, brushlands, oak woodlands, and rocky hillsides. The Northern California ringtail is known to occur in habitats within the Sierra Nevada, Coast Ranges, and Central Valley; and upper and middle portions of the Sacramento River, Feather River, and Bobelaine Sanctuary. Riparian habitat within the Study Area provide potential nesting habitat for this species; field biologists observed cavities in tall mature trees in riparian woodland in the Study Area.

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3.9.2.8 Western Red Bat

Western red bat is a State Species of Special Concern. Western red bat is locally common in certain areas of California. Roosting habitat includes forests and woodlands from sea level up through mixed conifer forests. The species feeds over a wide variety of habitats including grasslands, shrublands, open woodlands and forests, and croplands. They roost primarily in trees, less often in shrubs. Roost sites are often in edge habitats adjacent to streams, fields, or urban areas. Family groups roost together, and nursery colonies are found with many females and their young. Mature trees within the Study Area provide potential roosting habitat for this species and fallow field habitats may be used for foraging.

3.10 Potentially Jurisdictional Aquatic Resources

Assessment of potentially jurisdictional aquatic resources is provided for planning and informational purposes only. The biological resources study did not include a formal delineation. Based on initial reconnaissance, non-wetland waters may include the Sacramento River's floodplain on the east side of the project levee and potentially jurisdictional wetlands include freshwater emergent wetland and riparian scrub-shrub associated with the oxbow lake (**Figure 9**). The limits of the resources shown in **Figure 9** are representative and characterize general Study Area conditions.

4 CONCLUSIONS

Much of the Study Area has been modified for farming purposes, and several opportunities exist to enhance riparian and wetland habitats for the benefit of numerous special-status and common species. The Study Area's location within the Sacramento River Conservation Area, presence of mature riparian forests and elderberry shrubs, oxbow lake feature, and opportunities for enhancements of habitat for valley elderberry longhorn beetle, imperiled fisheries, western yellow-billed cuckoo, Swainson's hawk, bank swallow, and tri-colored blackbird have significant natural resource value. The existing riparian and riverine habitats are highly valuable for wildlife and represent an important movement corridor. The presence of these unique and rare biological resources coupled with its prime location near other protected lands along the Sacramento River make the Study Area highly suitable for habitat enhancement and conservation purposes.

5 REFERENCES

Airola, D., J.A. Estep, D.R. Krolick, and R.L. Anderson. 2019. Wintering Areas and Migration Characteristics of Swainson's Hawks that Breed in the Central Valley of California. Journal of Raptor Research 53 (3): 237-252.

Bank Swallow Technical Advisory Committee (BSTAC). 2013. Bank Swallow (*Riparia riparia*) Conservation Strategy for the Sacramento River Watershed, California. Version 1.0. Available: www.sacramentoriver.org/bans/

Barnhart, R.A. 1986. Species profiles: life histories and environmental requirements of costal fishes and invertebrates (Pacific Southwest) – steelhead. USFWS Biol Rep 82 (11.60). U.S. Army Corps of Engineers, TR EL-82-4. 21p.

Bloom, P. and D. Van De Water. 1994. Swainson's Hawk in Life on the Edge: A Guide to California's Endangered Natural Resources: Wildlife. BioSystems Books, Santa Cruz, CA.

California Wetlands Monitoring Workgroup (CWMW). 2023. EcoAtlas. Accessed August 21, 2023. Available: https://www.ecoatlas.org.

California Department of Fish and Wildlife (CDFW). 1994. Five-Year Status Review: Greater Sandhill Crane (*Grus canadensis tabida*). Published Date: 1994. Available: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=3521

CDFW. 2016. Status Review: Swainson's Hawk (*Buteo swainsoni*) in California, Five-Year Status Report. Published Date: April 11, 2016. Available: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=133622&inline

CDFW. 2023a (October). California Natural Diversity Database. Records Search.

CDFW. 2023b. "State and Federal Fish Agencies Take Urgent Actions to Save Spring-run Chinook Salmon." 2022-2023 News Releases. Accessed October 29, 2023. Published Date: October 11, 2023. Available: https://wildlife.ca.gov/News/Archive/state-and-federal-fish-agencies-take-urgent-actions-to-save-spring-run-chinook-salmon#gsc.tab=0

California Native Plant Society, Rare Plant Program (CNPS). 2023. Rare Plant Inventory (online edition, v-9.5). Website https://www.rareplants.cnps.org [accessed 17 October 2023].

Churchwell, R., G.R. Geupel, W.J. Hamilton III, and D. Schlafmann. 2005. Current Monitoring and Management of Tricolored Blackbirds. In: Ralph, C. John; Rich, Terrell D., editors 2005. Bird Conservation Implementation and Integration in the Americas: Proceedings of the Third International Partners in Flight Conference. 2002 March 20-24; Asilomar, California, Volume 1 Gen. Tech. Rep. PSW-GTR-191. Albany, CA: U.S. Dept. of Agriculture, Forest Service, Pacific Southwest Research Station: p. 169-173. Available: https://www.fs.usda.gov/research/treesearch/31675

Dettling, M.D., N.E. Seavy, and T. Gardali. 2014. Yellow-billed Cuckoo Survey Effort Along the Sacramento and Feather Rivers, 2012-2013. Final report to California Department of Fish and Wildlife (Grant #1182002). Point Blue Contribution #1988.

Emmett, R.L., 1991. *Distribution and Abundance of Fishes and Invertebrates in West Coast Estuaries: Species life history summaries* (Vol. 55). US Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service.

Environmental Science Associates (ESA). 2012. Upper Butte Basin Wildlife Area Final Land Management Plan. Prepared for the California Wildlife Foundation.

Gaines, D. 1974. Review of the status of the Yellow-billed Cuckoo in California: Sacramento Valley populations. The Condor 76:204-209.

Germano, D.J., and Bury, R.B. 2001. Western Pond Turtles (*Clemmys marmorata*) in the Central Valley of California: Status and Population Structure. Transactions of the Western Section of the Wildlife Society, 37.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Laymon, S. A. 1998. Yellow-billed Cuckoo (Coccycus americanus). In The Riparian Bird Conservation Plan: a strategy for reversing the decline of riparian-associated birds in California. California Partners in Flight.

Lindley, S.T., R.S. Schick, B. May, J.J. Anderson, S. Greene, C. Hanson, A. Low, D. McEwan, R. B. MacFarlane, C. Swanson, and J.G. Williams. 2004. Population structure of threatened and endangered Chinook salmon ESUs in California's Central Valley Basin. U.S. Dept. Commer. NOAA Tech. Memo. NMFS-SWFSC-360. La Jolla, CA.

Mayer, K.E. and W.F. Laudenslayer, Jr., eds. 1988. A Guide to Wildlife Habitats of California. State of California, Resources Agency, Department of Fish and Game, Sacramento, CA. 166 pp.

McEwan, D. and T.A. Jackson. 1996. Steelhead restoration and management plan for California. California Department of Fish and Game.

National Oceanic and Atmospheric Administration (NOAA). 2009. Endangered and Threatened Wildlife and Plants: Final Rulemaking to Designate Critical Habitat for the Threatened Southern Distinct Population Segment of North American Green Sturgeon. Federal Register 74, No. 195 (October 9, 2009): 52300. Available: https://www.govinfo.gov/content/pkg/FR-2009-10-09/pdf/E9-24067.pdf

NOAA. 2014. Recovery Plan for the Evolutionarily Significant Units of Sacramento River Winter-run Chinook Salmon and Central Valley Spring-run Chinook Salmon and the Distinct Population Segment of California Central Valley Steelhead. Published Date: July 2014. Available: https://media.fisheries.noaa.gov/dam-migration/central_valley_salmonids_recovery_plan-accessible.pdf

NOAA. 2015. Southern Distinct Population Segment of the North American Green Sturgeon (*Acipenser medirostris*) 5-Year Review: Summary and Evaluation. Published Date: 2015. Available: https://repository.library.noaa.gov/view/noaa/17034

NOAA. 2016. 5-Year Review: Summary and Evaluation California Central Valley Steelhead Distinct Population Segment. Published Date: 2016. Available: https://repository.library.noaa.gov/view/noaa/17019

Natomas Basin Conservancy. 2021. Tricolored blackbird. Available: https://natomasbasin.org/education/the-nbhcp-species/wildlife/tricolored-blackbird/.

Natural Resources Conservation Service (NRCS). 2006. Soil Survey of Colusa County, California. United States Department of Agriculture.

NRCS. 2023. Web Soil Survey. United States Department of Agriculture. Available: http://websoilsurvey.nrcs.usda.gov/.

Olmstead, F.H. and G.H. Davis. 1961. Geologic Feature and Groundwater Storage Capacity of the Sacramento Valley, California. Geological Survey Water-Supply Paper 1497. Prepared in cooperation with the California Department of Water Resources.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Sacramento River Conservation Area Forum (SRCAF). 2003. Sacramento River Conservation Area Forum Handbook. Prepared for The Resources Agency State of California by the Sacramento River Advisory Council under Senate Bill 1086.

Shuford, W. D., and T. Gardali, editors. 2008. California Bird Species of Special Concern: A ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California, and California Department of Fish and Game, Sacramento.

Thompson, K. 1961. Riparian Forests of the Sacramento Valley. Annals of the Association of American Geographers.

U.S. Fish and Wildlife Service (USFWS). 2009. Valley Elderberry Longhorn Beetle Species Account. Sacramento Fish and Wildlife Office. Available: https://www.fws.gov/sacramento/es_species/Accounts/Invertebrates/valley_elderberry_longhorn_beetle/documents/velb.pdf.

USFWS. 2013. Endangered and Threatened Wildlife and Plants: Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo (*Coccyzus americanus*). Published Date: October 3, 2013. Accessible: https://www.regulations.gov/document/FWS-R8-ES-2013-0104-0001

USFWS. 2023. Information for Planning and Consultation (IPaC). Ecological Services Program. Accessed: August 30, 2023. Available: www.ecos.fws.gov.ipac.

USFWS. 2023. Endangered and Threatened Wildlife and Plants: Threatened Species Status With Section 4(d) Rule for the Northwestern Pond Turtle and Southwestern Pond Turtle. Published Date: October 2, 2023. Accessible: https://www.regulations.gov/document/FWS-R8-ES-2023-0092-0001

Western Regional Climate Center (WRCC). 2023. Colusa 2SSW, California (041948) Period of Record Monthly Climate Summary. Period of Record: 10/01/1948 to 04/30/2016 Accessed: October 14, 2023. Available: https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca1948.

Yosef, R. 1996. Loggerhead shrike (*Lanius ludovicianus*). The Birds of North America Online (A. Poole, Ed.). Ithica: Cornell Lab of Ornithology.

Zeiner, D.C., W.F. Laudenslayer, Jr., K.E. Mayer, and M. White, eds. 1988-1990. California's Wildlife. Vol. I-III. California Depart. of Fish and Game, Sacramento, California.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Tables

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Table 1. Special-status Plants with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/ State ESA/CRPR)	Habitat	Blooming Period	Suitability
Bent-flowered fiddleneck *Amsinckia lunaris*	--/--/1B.2	Annual herb found in cismontane woodland, coastal bluff scrub, valley and foothill grassland.	March-June	**Not Suitable**. Annual grassland in the Study Area is ruderal.
Ferris' milk-vetch *Astragalus tener* var. *ferrisiae*	--/--/1B.1	Annual herb found in vernally mesic (wet) meadows and seeps, and subalkaline flats in valley and foothill grassland.	April-May	**Not Suitable**. Wet meadow and grassland habitat is absent from the Study Area.
Heartscale *Atriplex cordulata* var. *cordulata*	--/--/1B.2	Annual herb found in chenopod scrub, meadows and seeps, and valley and foothill grassland (sandy).	April-October	**Not Suitable.** Alkaline habitat not present.
Brittlescale *Atriplex depressa*	--/--/1B.2	Annual herb found in areas of alkaline and clay chenopod scrub, meadows and seeps, playas, valley foothill grassland, and vernal pools.	April-October	**Not Suitable.** Alkaline grassland habitat not present.
Vernal pool smallscale *Atriplex persistens*	--/--/1B.2	Annual herb found in alkaline vernal pools.	June-October	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
Watershield *Brasenia schreberi*	--/--/2B.3	Aquatic perennial rhizomatous herb found in marshes and swamps.	June-September	**Not Suitable.** Oxbow lake within Study Area does not provide permanent aquatic habitat.
Palmate-bracted bird's-beak *Chloropyron palmatum*	FE/SE/1B.1	Annual herb (hemiparasitic) associated with wetlands in chenopod scrub and valley and foothill grassland.	May-October	**Not Suitable.** Habitat not present.
Peruvian dodder *Cuscuta obtusiflora* var. *glandulosa*	--/--/2B.2	Annual parasitic vine found in freshwater marshes and swamps. Associated with plants in the genus: *Alternanthera*, *Dalea*, *Lythrum*, *Polygonum*, and *Xanthium*	July-October	**Suitable.** Oxbow feature in the Study Area provides suitable habitat for this species. Recorded in the Butte Sink area in the 1940's.

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Common Name Scientific Name	Status (Federal ESA/ State ESA/CRPR)	Habitat	Blooming Period	Suitability
Hoovers spurge *Euphorbia hooveri*	FT/--/1B.2	Annual herb found in vernal pools.	July-October	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
San Joaquin spearscale *Extriplex [Atriplex] joaquiniana*	--/--/1B.2	Annual herb found in alkaline areas of chenopod scrub, meadows and seeps, playas, and valley and foothill grassland.	April-October	**Not Suitable.** Alkaline grassland habitat not present.
Water star-grass *Heteranthera dubia*	--/--/2B.2	Aquatic perennial herb found in alkaline, still or slow-moving, and usually eutrophic water.	July-October	**Not Suitable.** Oxbow lake within Study Area does not provide permanent aquatic habitat.
Woolly rose-mallow *Hibiscus lasiocarpos* var. *occidentalis*	--/--/1B.2	Perennial rhizomatous herb (emergent) found in freshwater marshes and swamps within the Sacramento Valley and North Delta (backwater and riverbanks; often found in riprap along levees).	June-September	**Suitable**. May occur in marsh habitat along the oxbow lake edges within the Study Area.
Coulters goldfields *Lasthenia glabrata* ssp. *coulteri*	--/--/1B.1	Annual herb found in vernal pools, playas, and marshes and swamps (coastal salt).	February-June	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
Heckard's pepper-grass *Lepidium latipes* var. *heckardii*	--/--/1B.2	Annual herb found in valley and foothill grassland (alkaline flats).	March-May	**Not Suitable.** Alkaline grassland habitat not present.
Little mousetail *Myosurus minimus* ssp. *apus*	--/--/3.1	Annual herb found in alkaline vernal pools, and valley and foothill grassland.	March-June	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
Colusa grass *Neostapfia colusana*	FE/SE/1B.1	Annual herb found in vernal pools with adobe clay.	May-August	**Not Suitable**. Vernal pool habitat is absent from the Study Area.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 1. Special-status Plants with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/ State ESA/CRPR)	Habitat	Blooming Period	Suitability
Hairy orcutt grass *Orcuttia pilosa*	FE/SE/1B.1	Annual herb found in vernal pools.	May-September	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
California alkali grass *Puccinellia simplex*	--/--/1B.2	Annual herb found in chenopod scrub, meadows and seeps, valley and foothill grassland, and vernal pool habitats that may be alkaline, on flats, in sinks, on lake margins, and that may be vernally mesic (wet).	March-May	**Not Suitable**. Vernal pool habitat is absent from the Study Area.
Greene's tuctoria *Tuctoria greenei*	FE/SR/1B.1	Annual herb found in vernal pools.	May-July (uncommon - September)	**Not Suitable**. Vernal pool habitat is absent from the Study Area.

Federal Status:

- FE = Federally Endangered
- FT = Federally Threatened

State Status:

- SE = State Endangered
- SR = State Rare

CRPR Categories:

- 1B.1 = Plants rare, threatened, or endangered in California and elsewhere; seriously threatened in California.
- 1B.2 = Plants rare, threatened, or endangered in California and elsewhere; fairly threatened in California.
- 2B.1 = Plants rare, threatened, or endangered in California, but more common elsewhere; seriously threatened in California.
- 2B.2 = Plants rare, threatened, or endangered in California, but more common elsewhere; fairly threatened in California.
- 2B.3 = Plants rare, threatened, or endangered in California, but more common elsewhere; not very threatened in California.
- 4.2 = Plants of limited distribution; fairly threatened in California.

California Native Plant Society, Rare Plant Program. 2023. Rare Plant Inventory (online edition, v-9.5). https://www.rareplants.cnps.org [accessed 17 October 2023].

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Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Invertebrates				
Valley elderberry longhorn beetle *Desmocerus californicus dimporhus*	FT/--	Occurs only in the Central Valley of California (<3,000'), in association with blue elderberry (*Sambucus mexicana*). Associated with shrubs that have 1-inch diameter or greater sized stems. Prefers to lay eggs in elderberries 2-8 inches in diameter.	Adults emerge in spring until June. Exit holes visible year – round.	**Suitable.** Numerous elderberry shrubs were observed in the Study Area. Several CNDDB occurrences are within a 5-mile radius of the Study Area.
Monarch butterfly *Danaus plexippus*	FC/--	Lays eggs on obligate milkweed host plants (primarily *Asclepias* ssp. California overwintering habitat including eucalyptus, Monterey pines, and Monterey cypresses. Some migratory populations leave California in the fall and return in the spring to lay eggs. Larva only feed on milkweed, while adults can feed on a variety of nectar plants.	Active in summer, on milkweed (larva and adults), or nectar flowers (adults)	**Not Suitable.** No milkweed observed in the Study Area, and pesticide use and disturbance likely eliminate any foraging habitat from the Study Area.
Conservancy fairy shrimp *Branchinecta conservation*	FE/--	Occurs in the Central Valley from Merced County north to Tehama County; one isolated population in Ventura County.	Occurs in large turbid vernal pools, or playa pools	**Not Suitable.** Vernal pool habitat is absent from the Study Area.
Vernal pool fairy shrimp *Branchinecta lynchi*	FT/--	Endemic to the grasslands of the Central Valley, central coast mountains, and south coast mountains, in static rain-filled pools. Inhabits small, clear-water sandstone-depression pools and grassy swale, earth slump, or basalt-flow depression pools.	Winter when pools are inundated, and temperatures are cool	**Not Suitable.** Vernal pool habitat is absent from the Study Area.

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Vernal pool tadpole shrimp *Lepidurus packardi*	FE/--	Inhabits vernal pools and swales in the Sacramento Valley containing clear to highly turbid water. Pools commonly found in grass-bottomed swales of unplowed grasslands. Some pools are mud- bottomed and highly turbid.	Winter when pools are inundated, and temperatures are cool	**Not Suitable.** Vernal pool habitat is absent from the Study Area.
Amphibians/Reptiles				
Giant garter snake *Thamnophis gigas*	FT/ST	Found in agricultural wetlands and other wetlands such as irrigation and drainage canals, low gradient streams, marshes, ponds, sloughs, small lakes, preferably with aquatic vegetative cover. Upland habitat should have burrows or other soil crevices suitable for snakes to reside during their dormancy period (November – mid March).	Active mid-March through October	**Not Suitable.** Flooding of the sloughs and oxbow lake is too intermittent to provide suitable aquatic habitat in the Study Area. Nearest known occurrences are within 4 miles of the Study Area.
Western pond turtle *Emys (Actinemys) marmorata, E. (A.) pallida*	--/-- (SSC)	Agricultural wetlands and other wetlands such as irrigation and drainage canals, low gradient streams, marshes, ponds, sloughs, small lakes, and their adjacent uplands.	Active March – October	**Suitable.** The Sacramento River and adjacent upland in the Study Area may provide habitat for this species. No known occurrences within 5 miles of the Study Area.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Fish				
Green sturgeon – Southern DPS *Acipenser medirostris pop. 1*	FT/--	Prefers cool sections of mainstem rivers in deep pools for spawning, with small to medium-sized substrate, including sand, gravel, cobbles, or boulders. Locally, critical habitat is designated for this ESU in the Upper Sacramento, Feather, and Yuba Rivers, and the Delta.	Spawns March – July	**Suitable**. The Sacramento River and its floodplain provide habitat for this species. Study Area is within critical habitat for this ESU (Colusa Basin Hydrologic Unit). Nearest known occurrence within or adjacent to the Study Area.
Steelhead -- Central Valley DPS *Oncorhynchus mykiss irideus, pop. 11*	FT/--	Inhabits rivers and streams that are tributary to the Sacramento and San Joaquin Rivers and Delta ecosystems, which are designated critical habitat for this ESU.	Spawns December – April	**Suitable**. The Sacramento River and its floodplain provide habitat for this species. Study Area is within critical habitat for this ESU (Colusa Basin Hydrologic Unit), and there are known occurrences within the Study Area.
Chinook salmon – Central Valley spring-run ESU *Oncorhynchus tshawytscha pop. 11*	FT/ST	Inhabits rivers and streams tributary to the Sacramento River ecosystems, which are designated critical habitat for this ESU. In 2018, monitoring efforts recorded this ESU returning to Butte Creek.	Spawns mid-August – early October	**Suitable**. The Sacramento River and its floodplain provide habitat for this species. Study Area is within critical habitat for this ESU (Colusa Basin Hydrologic Unit). Known occurrences within the Study Area.
Chinook salmon – Central Valley fall / late fall-run ESU *Oncorhynchys tshawytscha pop. 13*	--/--(SSC)	Inhabits rivers and streams tributary to the Sacramento and San Joaquin River ecosystems and is limited by dams on some tributaries.	Spawns early October – late December (fall-run); January to mid-April (late fall-run)	**Suitable**. The Sacramento River and its floodplain provide habitat for this species, and there are known occurrences within the Study Area.

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Table 2. Special-status Animals with Potential to Occur				
Common Name **Scientific Name**	**Status (Federal ESA/State ESA [CDFW])**	**Habitat**	**Identification or Survey Period**	**Suitability**
Chinook salmon – Sacramento River winter-run ESU *Oncorhynchus tshawytscha pop. 7*	FE/FE	Inhabits the Delta, and rivers and streams tributary to the Sacramento River ecosystem. Critical habitat for this ESU includes these habitats downstream of Keswick Dam (Redding, CA).	Spawns late April to mid-August	**Suitable**. The Sacramento River and its floodplain provide habitat for this species. Study Area is within critical habitat for this ESU. Known occurrences within the Study Area.
Birds				
Golden eagle *Aquila chrysaetos*	--/--(FP|WL)	Nests on steep cliffs or in large trees, and uses forest, canyon, shrubland, grassland, and oak woodland habitats. Breeds late January to August, and is found year-round in much of California, except where it only winters in the Central Valley and the Inland Deserts Regions.	Winter	**Not suitable.** Potential nesting habitat present in tall trees within the riparian forest; however, the potential for nesting is low due to human disturbances, such as agricultural activities, in and in the vicinity of the Study Area.
Swainson's hawk *Buteo swainsonii*	--/ST	Nests peripherally to valley riparian systems, lone trees, or groves of trees in agricultural fields. Valley oak, Fremont cottonwood, walnut, and large willow trees, ranging in height from 41 to 82 feet, are the most used nest trees in the Central Valley.	March – October	**Suitable.** Potential nesting habitat present in tall trees within riparian forest, and foraging habitat present in fields within and in the vicinity of the Study Area. Known occurrences within 5 miles; the nearest occurrence is within or adjacent to the Study Area.
Northern harrier *Circus hudsonius*	--/-- (SSC)	Uses open grasslands, meadows, marshes, and seasonal and agricultural wetlands.	Year-round	**Not suitable**. Potential foraging habitat within grassland or crops adjacent to the Study Area, but low potential to occur due to ruderal areas.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
White-tailed kite *Elanus leucurus*	--/-- (FP)	Low foothills or valley areas with valley or live oaks, riparian areas, and marshes near open grasslands or agricultural fields for foraging.	Year-round	**Suitable.** Tall trees within the riparian forest and agricultural fields/grasslands may provide nesting and foraging habitat within the Study Area. No known occurrences are within 5 miles.
Bald eagle *Halieaeetus leucocephalus*	Delisted/SE (FP)	Nests usually within 1 mile of water, in large, old-growth or dominant live trees with open branches.	January to August (breeding)	**Not suitable.** Potential nesting habitat present in tall trees within the riparian forest; however, the potential for nesting is low due to human disturbances, such as agricultural activities, in and in the vicinity of the Study Area.
Cooper's hawk *Accipiter cooperii*	--/-- (WL)	Mixed deciduous forests and open woodlands, riparian woodlands, open and pinyon woodlands, and forested mountainous regions and now also nests in many cities.	Year-round	**Suitable**. Riparian habitat within the Study Area may provide nesting habitat. No known occurrences within 5 miles of the Study Area.
Greater sandhill crane *Antigone [Grus] canadensis tabida*	--/ST (FP)	Nests in shallow wetland habitats in northeastern California; winters in the Central Valley.	September – February	**Suitable**. Foraging opportunities may be present. Observed approximately 9 miles ESE of the Study Area, within the Gray Lodge Wildlife Refuge.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Western yellow-billed cuckoo *Coccyzus americanus occidentalis*	FT/SE	Requires wide swaths of mature riparian habitat, particularly in willows and cottonwoods, and with a lower story of blackberry, nettles, or wild grape. Occurs along the broad, lower flood-bottoms of larger river systems, such as the Sacramento River, along which critical habitat has been designated: from the city of Red Bluff, in Tehama County, continuing downstream through Butte and Glenn Counties, to Colusa, in Colusa County.	May – September (breeding)	**Suitable.** The riparian forest adjacent to the Sacramento River and within the Study Area may provide habitat for this species. This species is known to occur in suitable habitats along the Sacramento River. The Study Area is within critical habitat designated for this species. Nearest known occurrences are approximately within 1 mile of the Study Area; however, human disturbances (agricultural activity) may limit suitability.
Bank swallow *Riparia riparia*	--/ST	Occurs in riparian scrub and woodland. Nests in colonies in vertical banks or cliffs situated near streams, rivers, lakes, or ocean. Digs nesting hole where soils are fine-textured or sandy. During the breeding season, forages over riparian, and uses grassland, brushland, wetlands, and agricultural fields during migration. Known to occur along the Sacramento and Feather Rivers in the northern Central Valley.	March – early August; May-July (breeding)	**Suitable.** Riparian forest and steep banks along the Sacramento River within the Study Area may provide suitable habitat for this species. Nearest known occurrences are within or adjacent to the Study Area.
Tricolored blackbird *Agelaius tricolor*	--/ST	Nests in dense vegetation such as blackberry, cattail, tule, bulrush, sedge, willow, or wild rose within freshwater marshes. Nests in large colonies of at least 50 pairs (up to thousands of individuals).	Year-round; mid-March to mid-July (breeding)	**Suitable**. Blackberry and willow adjacent to freshwater marsh in Study Area may provide limited habitat, and flooding of marsh is intermittent in the Study Area. Nearest known occurrence is within 2 miles of the Study Area.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Yellow-headed blackbird *Xanthocephalus xanthocephalus*	--/-- (SSC)	Nests in tall emergent vegetation, such as tule and cattail, in marshes with areas of open, deep water, and often located on the edges of large ponds and lakes. Known to nest in refuges in Colusa, Glenn, Butte, and Sutter Counties. Forages in adjacent uplands and agricultural fields.	April to early October; mid-April to late July (breeding)	**Not Suitable.** Ponding is seasonal within the Study Area. No known occurrences within 5 miles of the Study Area.
Yellow-breasted chat *Icteria virens*	--/-- (SSC)	Nests in dense riparian habitats dominated by willows, alders, Oregon ash, tall weeds, blackberry vines, and grapevines. Uncommon migrant in California and, locally, is known to occur in Shasta, Colusa, Butte, and Sutter Counties. More "common" along the Upper Sacramento River in Colusa County.	Late March to late September; late April to late September (breeding)	**Suitable**. Riparian vegetation within Study Area provides habitat for this species. No known occurrences within 5 miles of the Study Area.
Loggerhead shrike *Lanius ludovicianus*	--/-- (SSC)	Open habitats with scattered shrubs, trees, posts, fences, utility lines, and other perches.	Year-round	**Suitable**. Fallow fields present and perches available. No known occurrences within 5 miles of the Study Area.
Osprey *Pandion haliaetus*	--/-- (WL)	Nests high up large snags and open-branched trees, near large bodies of water. In California, known to breed around inland lakes, reservoirs, and river systems. Forages in open, clear water for fish.	Year-round	**Suitable.** Tall trees within the riparian forest and adjacent Sacramento River provide nesting habitat with the river providing suitable foraging habitat. Species is known to occur adjacent to the Study Area.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
Song sparrow (Modesto population) *Melospiza melodia, pop. 1*	--/-- (SSC)	Prefers emergent freshwater marshes dominated by tule, cattail, and riparian willow thickets. Nests in riparian forests of valley oak, with an understory of blackberry; along vegetated irrigation canals and levees; and in recently planted valley oak restoration sites. Known to occur in the Sacramento Valley, Sacramento-San Joaquin River Delta, and northern San Joaquin Valley.	Year-round; mid-March to early August (breeding)	**Suitable.** Marginal breeding habitat present along limited edges of the oxbow pond, and within areas of riparian forest with dense understory. No known occurrences within 5 miles of the Study Area.
Burrowing owl *Athene cunicularia*	--/-- (SSC)	Nests and forages in open, dry, annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. May also nest on human-made features, such as levee slopes and railroad berms with short vegetation. Nests underground, and typically uses California ground squirrel burrows, although may use other mammal burrows. During the non-breeding season, may also use rocky crevices, pipes, and small caves.	March-May (breeding)	**Not Suitable.** The Study Area lacks burrows complexes in open areas. No known occurrences within 5 miles of the Study Area.
Mammals				
North American porcupine *Erethizon dorsatum*	--/--	In California, most common in montane conifer and wet meadow habitats. Found in the Coast Ranges, Klamath Mountains, southern Cascades, Modoc Plateau, Sierra Nevada, and Transverse Ranges. Forages on grasses, forbs, shrubs, wetland plants, and some agricultural crops (spring/summer); and twigs, bark, and the cambium of hardwood and conifers trees (winter).	Year-round	**Suitable.** Limited habitat present in Study Area. Occurrence recorded in riparian scrub in the Sacramento River National Wildlife Refuge approximately 3.5 miles north of the Study Area.

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Table 2. Special-status Animals with Potential to Occur				
Common Name Scientific Name	Status (Federal ESA/State ESA [CDFW])	Habitat	Identification or Survey Period	Suitability
American badger *Taxidea taxus*	--/-- (SSC)	Most abundant in drier open stages of most shrub, forest, and herbaceous habitats, with friable soils. Digs burrows in friable soils, in open, uncultivated ground where there is sufficient food, primarily burrowing rodents, such as mice, ground squirrels, and gophers.	Year-round	**Not Suitable**. Requires open, uncultivated land with friable soil, which is absent within the Study Area.
Northern California ringtail *Bassariscus astutuus raptor*	--/-- (FP)	Nests in rock and tree cavities, and abandoned burrows or woodrat nests in riparian forests, chaparral, brushlands, oak woodlands, and rocky hillsides. Known to occur in habitats within the Sierra Nevada, Coast Ranges, and Central Valley; and upper and middle portions of the Sacramento River, Feather River, and Bobelaine Sanctuary.	Year-round	**Suitable.** Although habitat is present, the potential for the species to occur is low, due to human activity and disturbance within the Study Area. No known occurrences within 5 miles of the Study Area.
Western red bat *Lasiurus blossevillii*	--/-- (SSC)	Roosts primarily in trees, 2-40 ft above ground, and inhabits cismontane woodland, lower montane coniferous forest, riparian forest, and riparian woodland. Prefers habitat edges and mosaics, with trees that are protected from above and open below, with open areas for foraging.	Year-round	**Suitable**. Large riparian trees for roosting, and insect prey are present within the Study Area. No known occurrences within 5 miles of the Study Area.

Federal:
FT = Federal Threatened;
FC = Federal Candidate;
EFH = Essential Fish Habitat

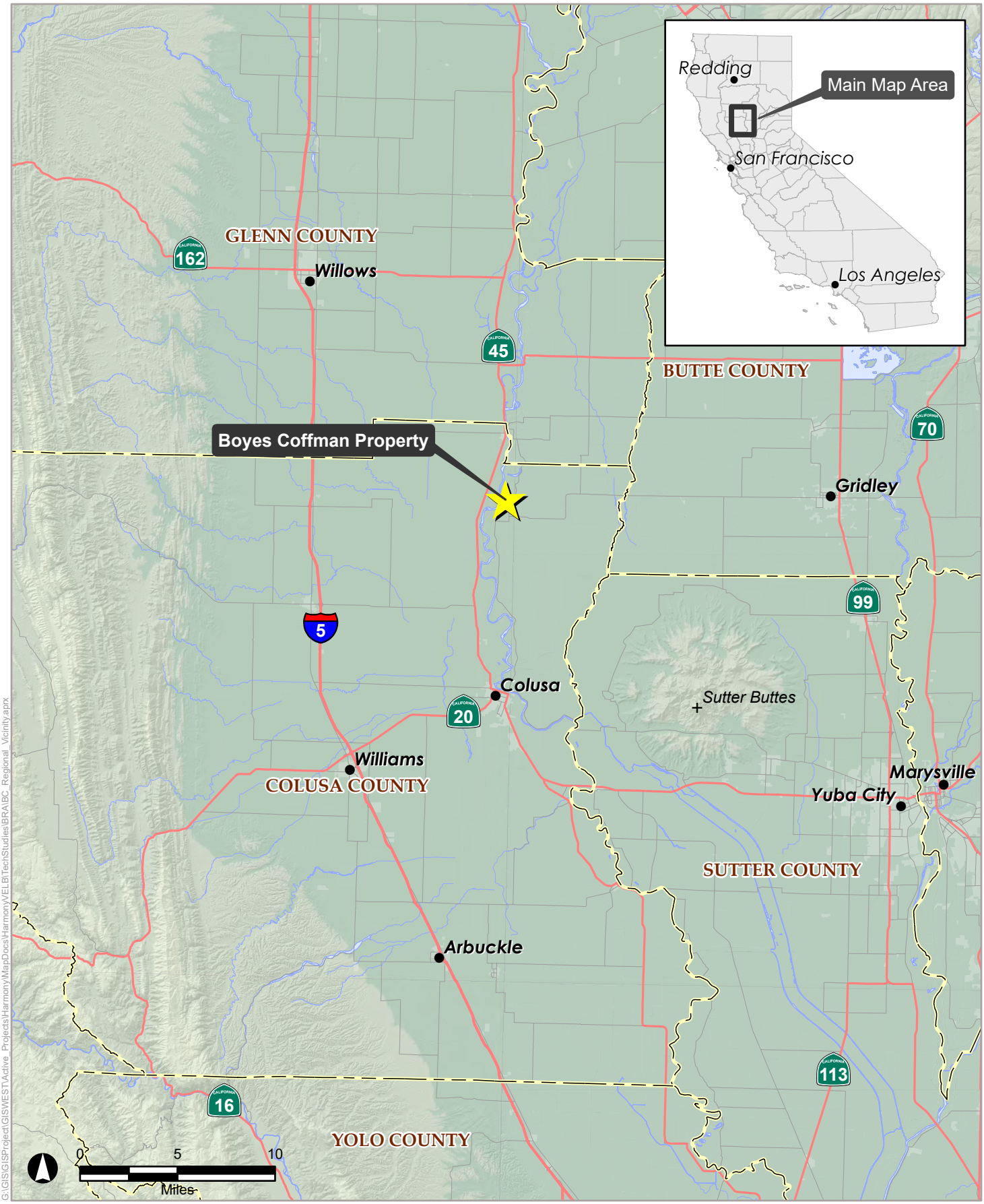
State:
SE = State Endangered;
ST = State Threatened;
SC = State Candidate

CDFW:
SSC = Species of Special Concern;
FP = Fully Protected;
WL= Watch List

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB

Figures

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &



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Westervelt ECOLOGICAL SERVICES

Figure 1
Regional Vicinity
Boyes Coffman Property Biological Resources Report

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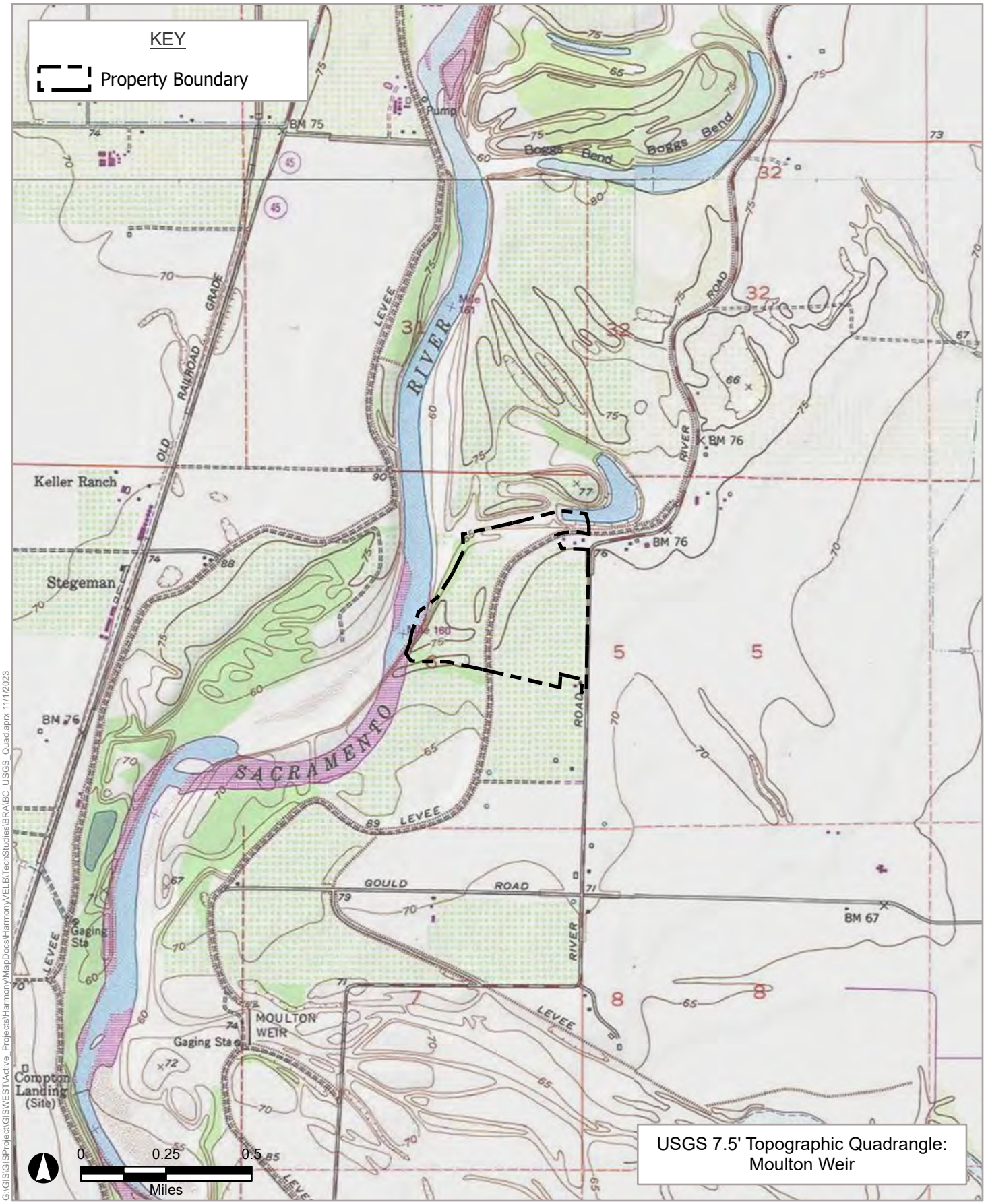

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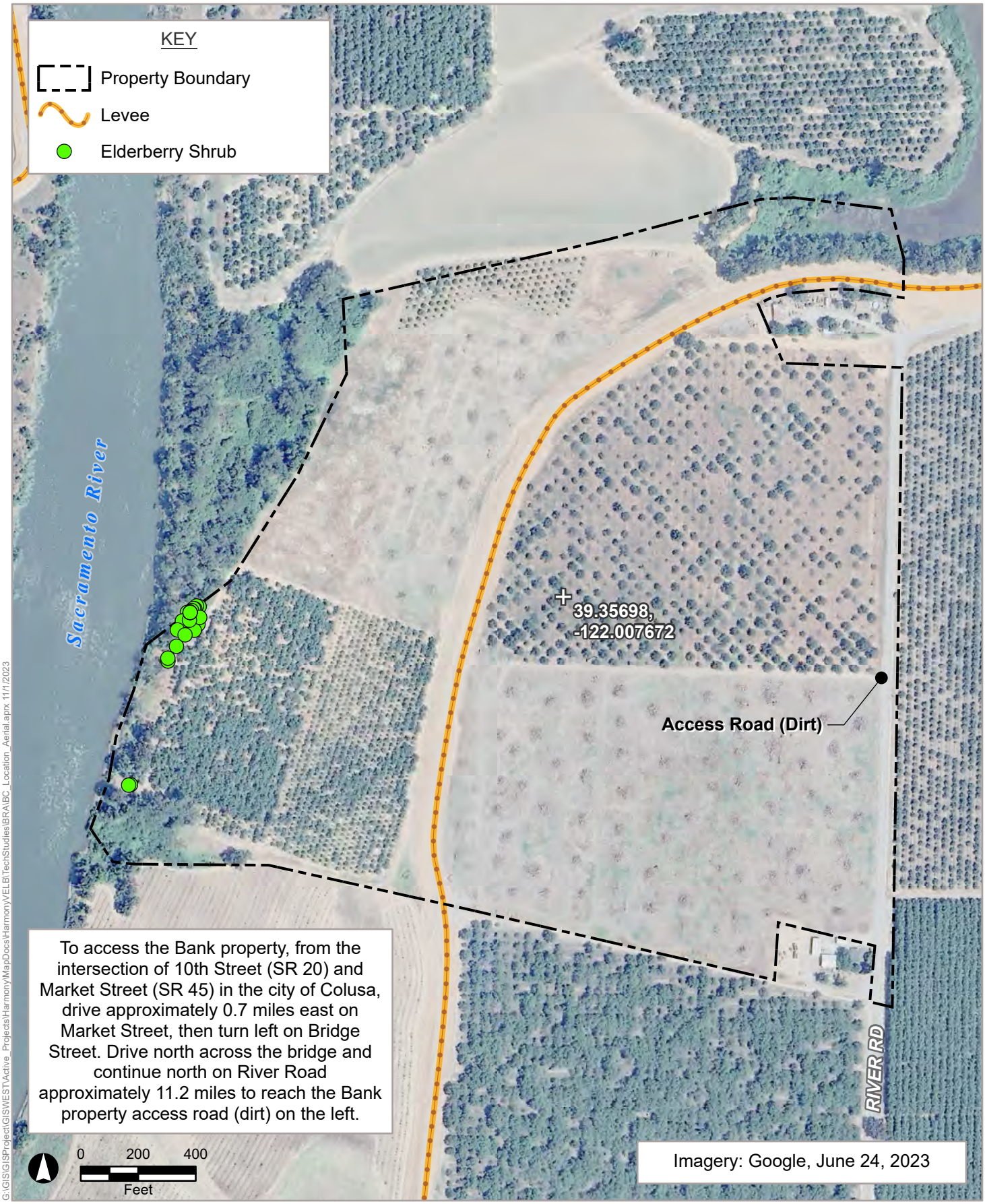
Westervelt ECOLOGICAL SERVICES

Figure 2
USGS Quadrangle
Boyes Coffman Biological Resources Report

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &



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Westervelt ECOLOGICAL SERVICES

Figure 3
Aerial Overview

Boyes Coffman Biological Resources Report

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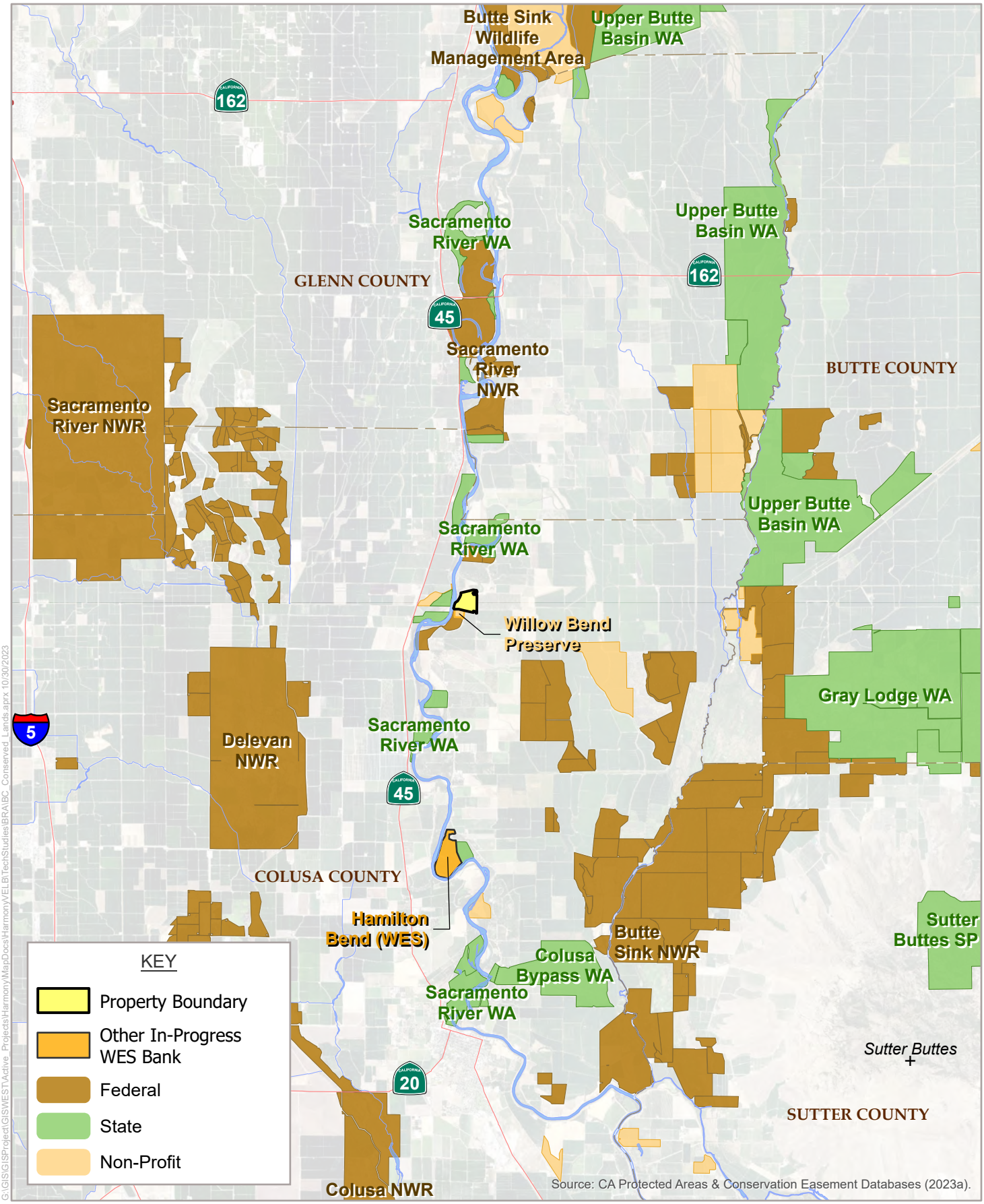

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Westervelt ECOLOGICAL SERVICES

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Figure 4
Other Conserved Lands
Boyes Coffman Biological Resources Report

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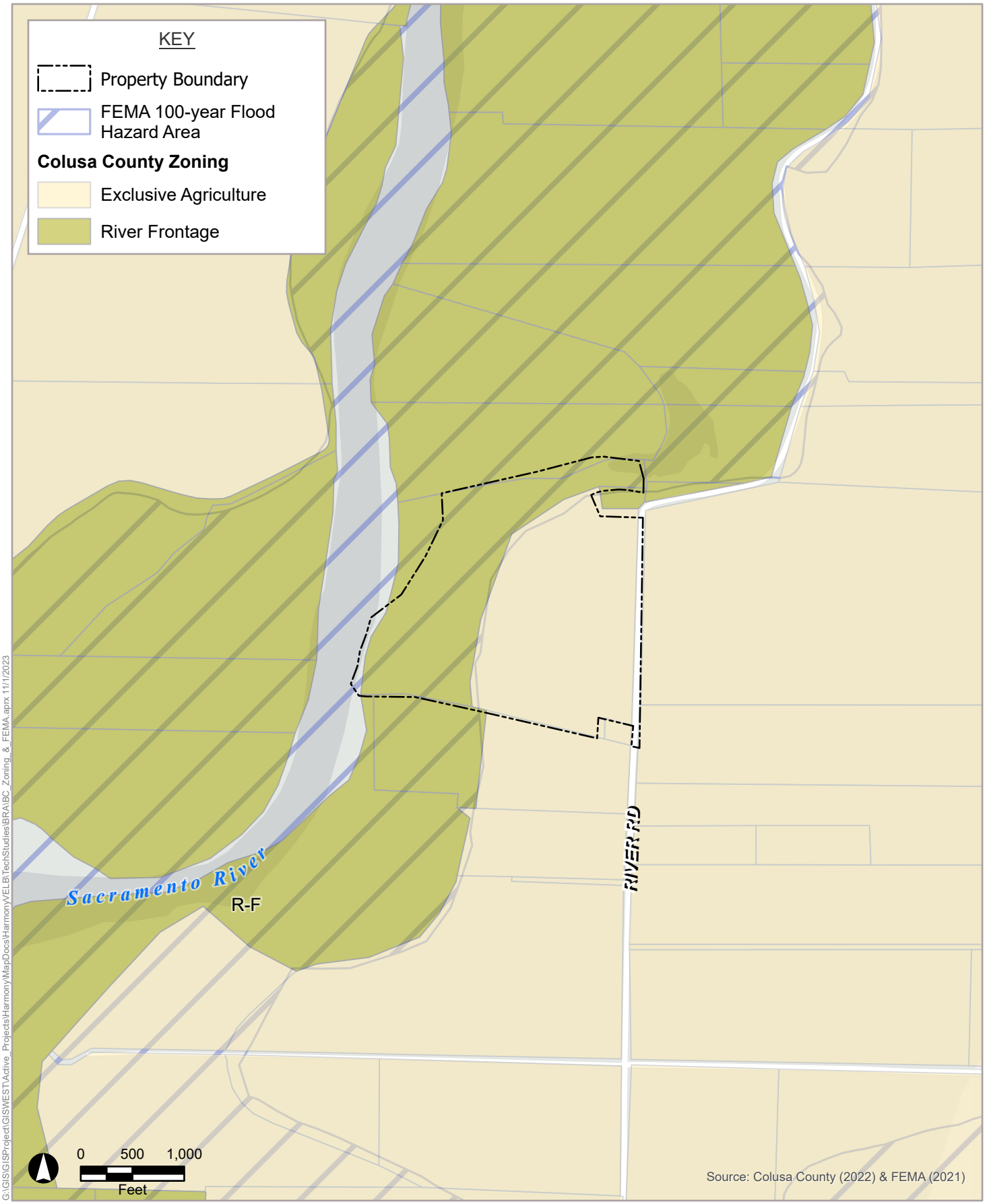

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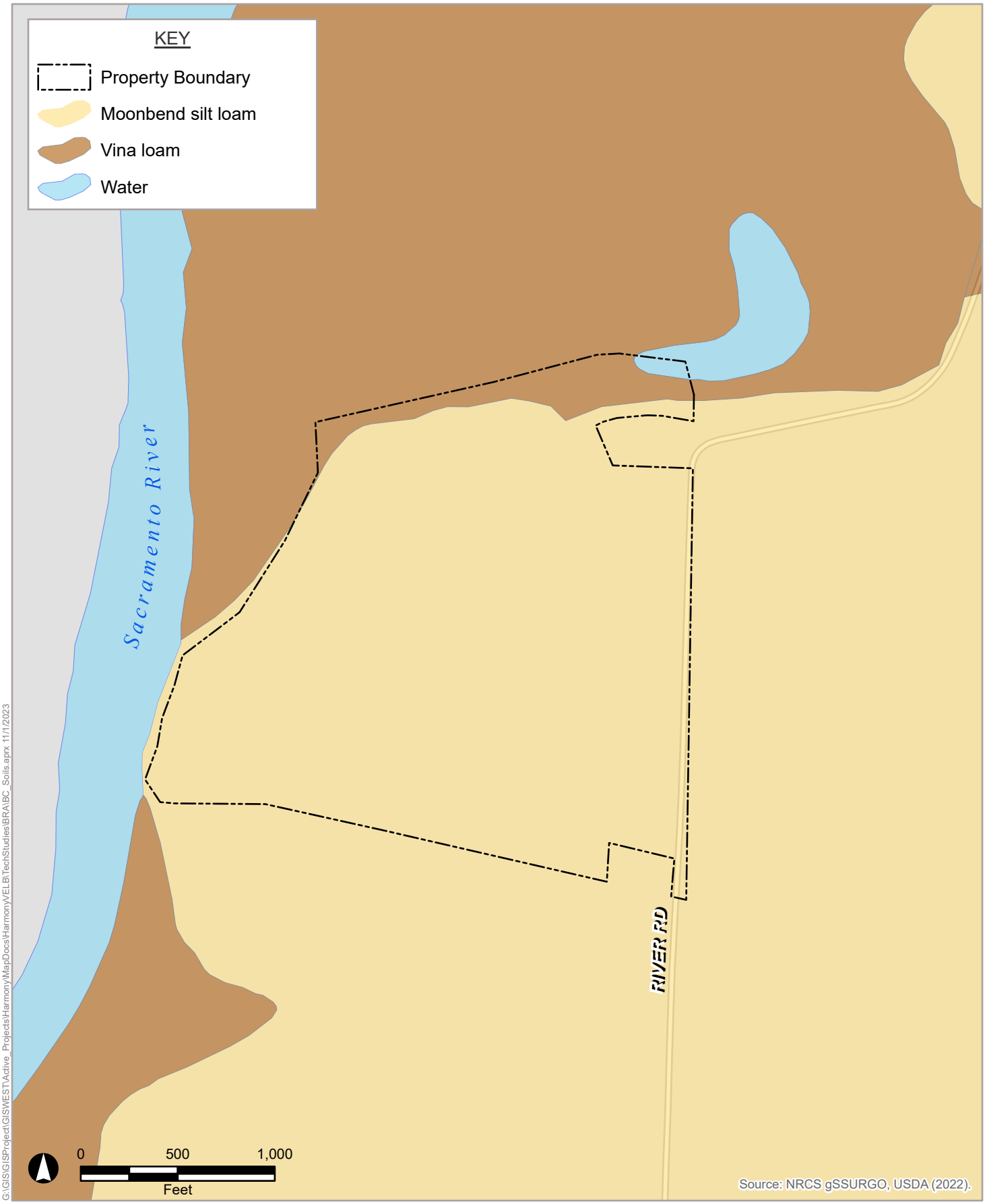
Figure 5
Zoning and FEMA Floodplain Designation
Boyes Coffman Biological Resources Report



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Westervelt ECOLOGICAL SERVICES

Figure 6
NRCS Soils
Boyes Coffman Biological Resources Report

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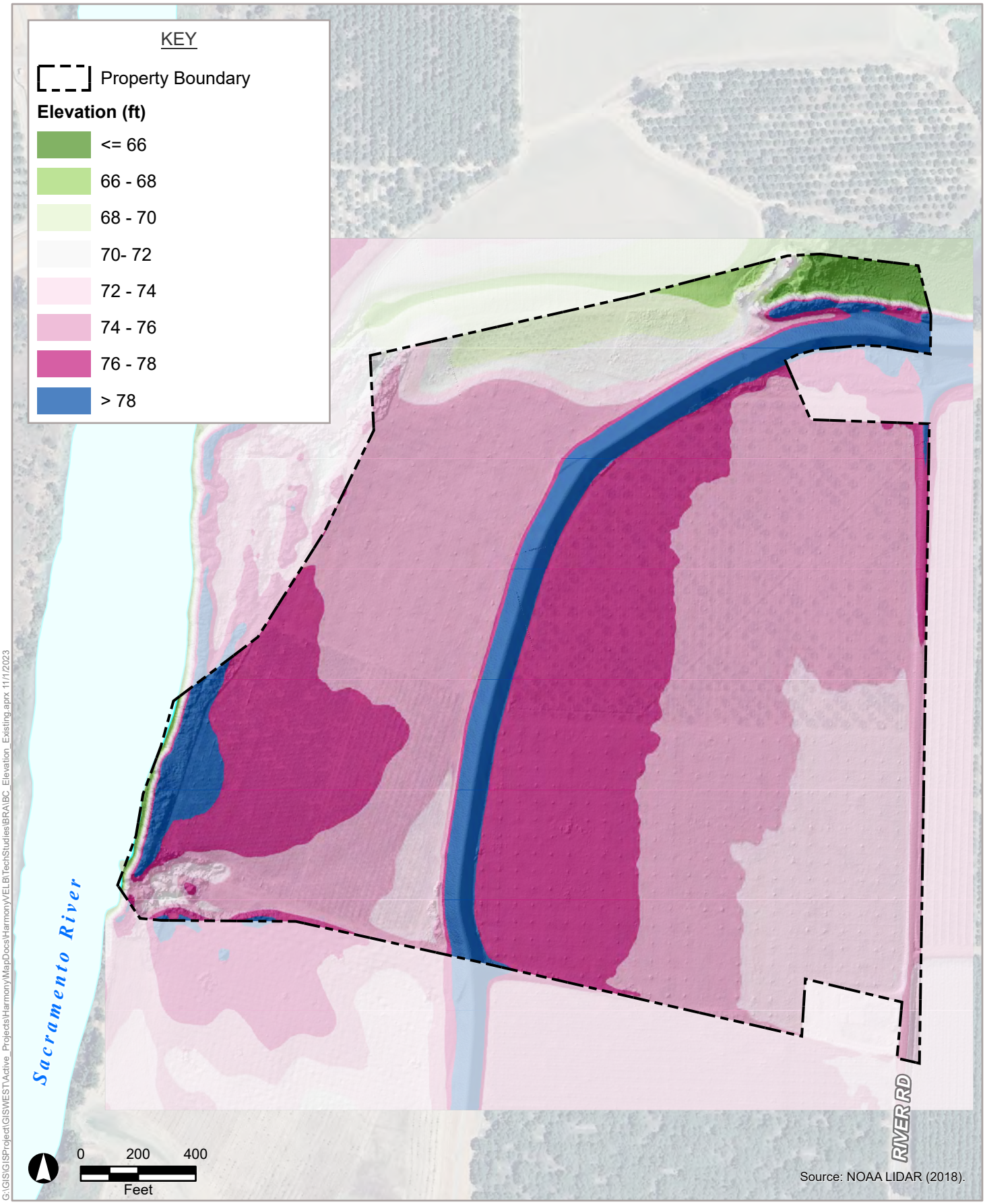

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Westervelt ECOLOGICAL SERVICES

Figure 7
Lidar Based Elevations
Boyes Coffman Biological Resources Report

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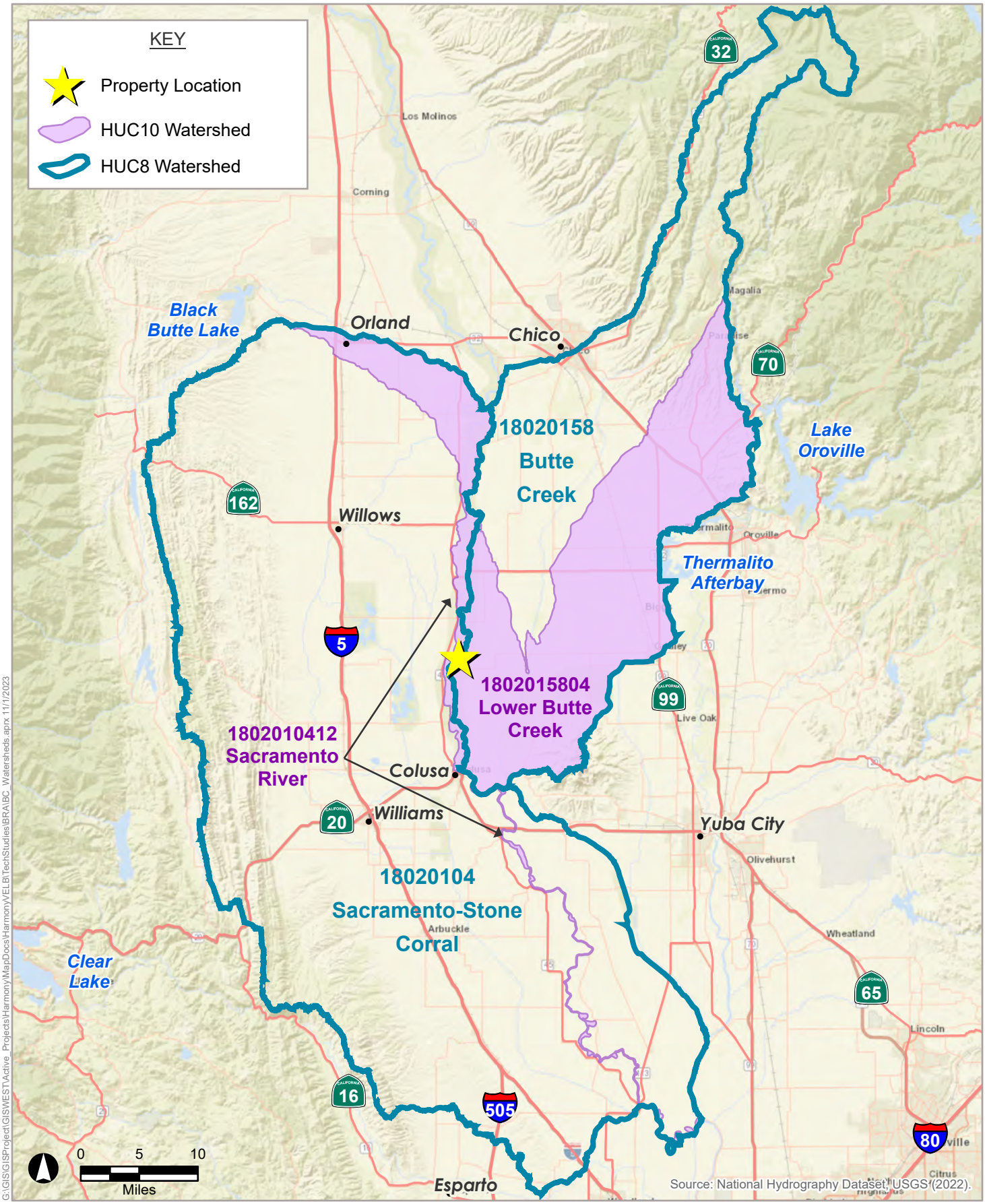

Westervelt ECOLOGICAL SERVICES

Figure 8
Watershed Setting
Boyes Coffman Biological Resources Report

Westervelt ECOLOGICAL SERVICES

Figure 9
Existing Habitat
Boyes Coffman Biological Resources Report

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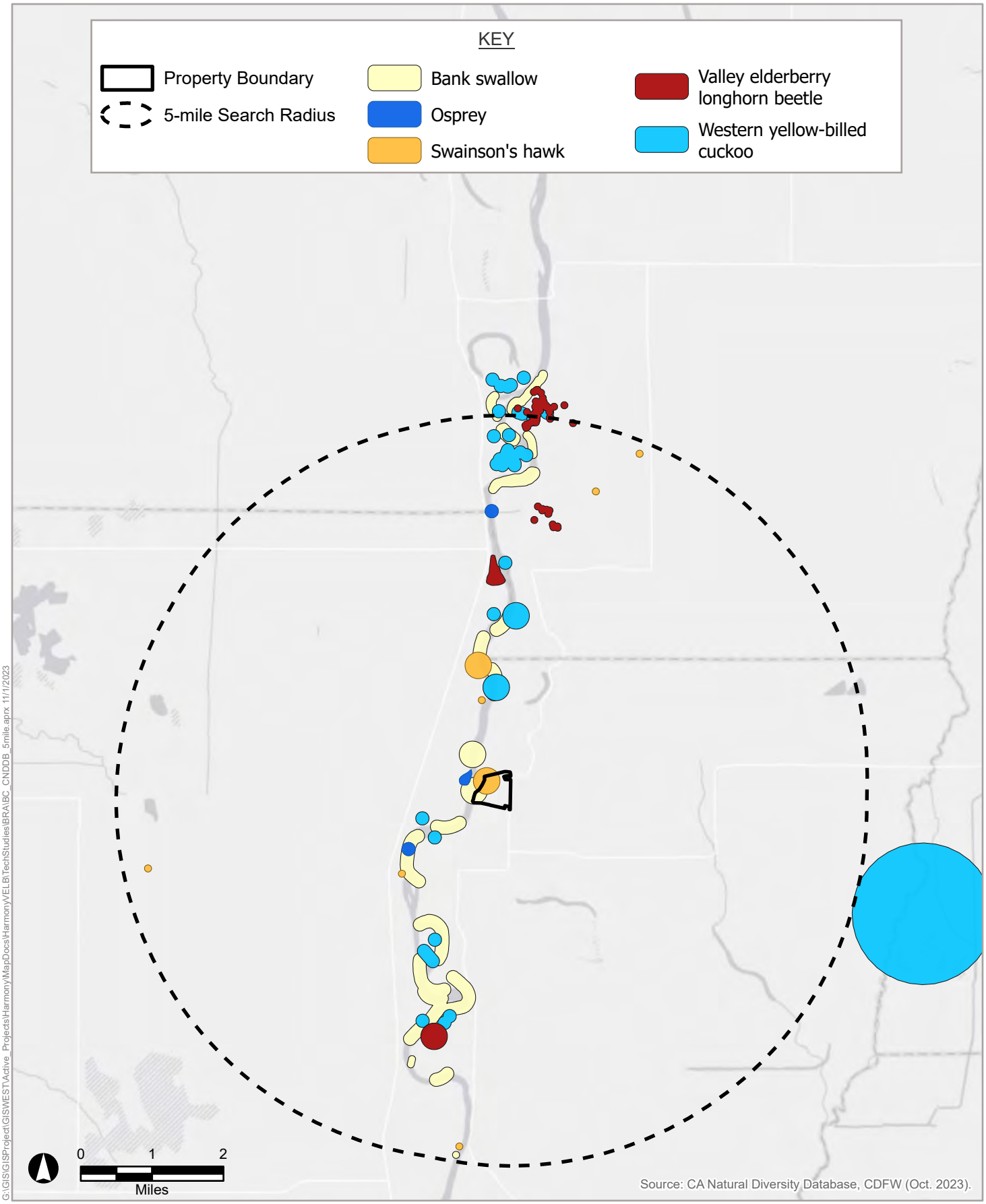


Westervelt ECOLOGICAL SERVICES

Figure 10
Occurrences for Select Species within a 5-Mile Search Radius
Boyes Coffman Biological Resources Report

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Appendices

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Appendix A. Queries for Special-status Species with Potential to Occur

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

IPaC Information for Planning and Consultation

U.S. Fish & Wildlife Ser

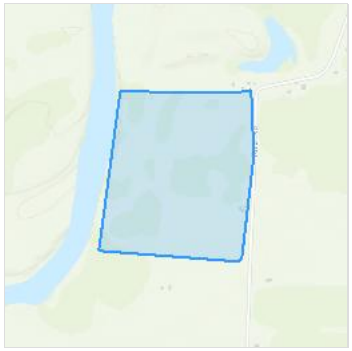
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the projec area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Colusa County, California



Local office

Sacramento Fish And Wildlife Office

(916) 414-6600
(916) 414-6713

Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.

NOT FOR CONSULTATION

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3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheri division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species und their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Northern Spotted Owl Strix occidentalis caurina Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/1123	Threatened
Yellow-billed Cuckoo Coccyzus americanus There is **final** critical habitat for this species. Your location overlaps the critical habitat. https://ecos.fws.gov/ecp/species/3911	Threatened

Reptiles

NAME	STATUS
Giant Garter Snake Thamnophis gigas Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4482	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate
Valley Elderberry Longhorn Beetle Desmocerus californicus dimorphus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS
Conservancy Fairy Shrimp Branchinecta conservatio Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8246	Endangered
Vernal Pool Fairy Shrimp Branchinecta lynchi Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/498	Threatened

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Vernal Pool Tadpole Shrimp Lepidurus packardi — Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/2246

Flowering Plants

NAME	STATUS
Palmate-bracted Bird's Beak Cordylanthus palmatus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1616	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

This location overlaps the critical habitat for the following species:

NAME	TYPE
Yellow-billed Cuckoo Coccyzus americanus https://ecos.fws.gov/ecp/species/3911#crithab	Final

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

Additional information can be found using the following links:

- Eagle Managment https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list,clic on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

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Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is als high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 anc 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

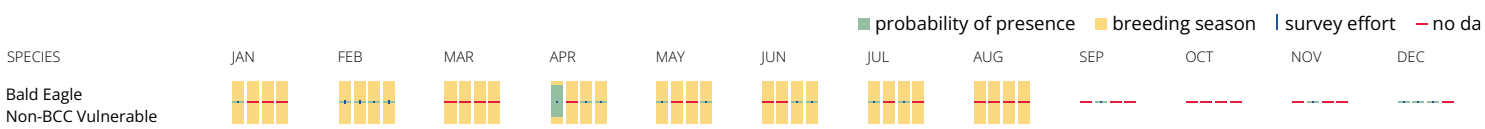
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlanti coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

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Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern https://www.fws.gov/program/migratory-birds/species
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrar special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31
Belding's Savannah Sparrow *Passerculus sandwichensis beldingi* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8	Breeds Apr 1 to Aug 15
Bullock's Oriole *Icterus bullockii* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Mar 21 to Jul 25
Common Yellowthroat *Geothlypis trichas sinuosa* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31
Nuttall's Woodpecker *Picoides nuttallii* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Oak Titmouse *Baeolophus inornatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9656	Breeds Mar 15 to Jul 15
Willet *Tringa semipalmata* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Wrentit Chamaea fasciata — Breeds Mar 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Yellow-billed Magpie Pica nuttalli — Breeds Apr 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9726

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

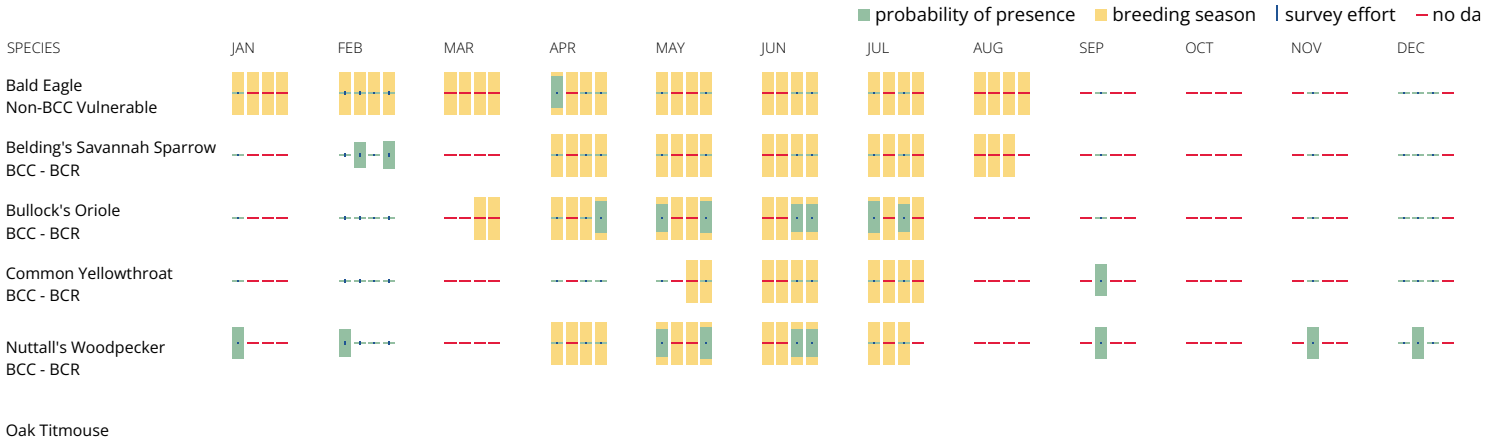
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

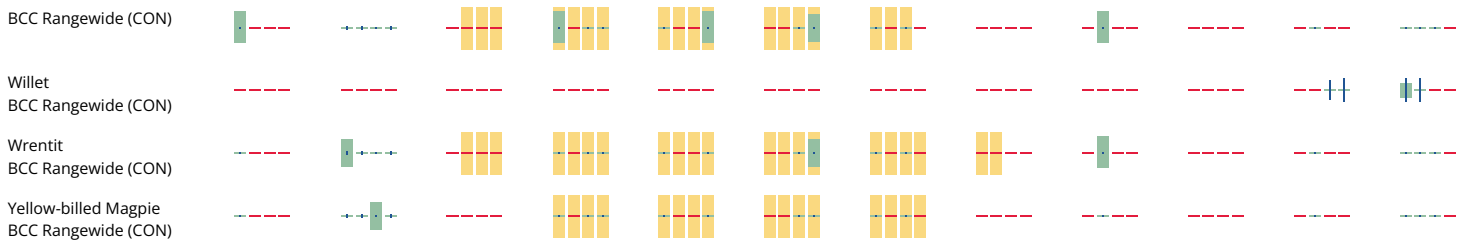
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL To and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring

What if I have eagles on my list?

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in m specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contras a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests migh be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify thes results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

PEM1A

FRESHWATER FORESTED/SHRUB WETLAND

PFO1A

A full description for each wetland code can be found at the National Wetlands Inventory website

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

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The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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Appendix B. List of Plants Observed During Site Visits

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Appendix B. List of Plants Observed During Site Visits

Scientific Name	Common Name
Abutilon theophrasti*	velvet leaf
Acer negundo	boxelder
Acmispon americanus [Lotus purshianus]	Spanish lotus, American bird's foot trefoil
Amaranthus albus*	pigweed amaranth, tumbleweed
Ambrosia artemisifolia*	annual ragweed
Aristolochia californica	Dutchman's pipevine
Artemisia douglasiana	California mugwort
Atriplex sp.	Fat-hen
Baccharis pilularis	coyotebrush
Brassica nigra*	black mustard
Bromus diandrus*	ripgut brome
Bromus hordeaceus*	soft brome
Centaurea solstitialis**	yellow starthistle
Cephalanthus occidentatlis	button willow
Cichorium intybus*	chicory
Clematis lasiantha	pipestem
Convolvulus arvensis*	field bindweed
Cynodon dactylon*	Bermuda grass
Datura stramonium*	jimson weed
Echinochloa crus-galli*	barnyard grass
Epilobium branchycarpum	willow herb
Erigeron canadensis	Canada horseweed
Euphorbia maculata*	spotted spurge
Festuca perennis*	Italian ryegrass
Ficus carica*	Edible fig
Galium aparine	common bedstraw
Geranium molle*	crane's bill geranium
Helianthus annus	annual sunflower
Hirschfeldia incana*	short podded mustard
Juglans hindsii	Northern California black walnut
Lactuca serriola*	prickly lettuce
Lepidium latifolium**	perennial pepperweed
Malva parviflora*	cheeseweed mallow
Mariubium vulgare*	white horehound
Melilotus albus*	white sweetclover
Paspaulum dilatatum*	dallis grass
Persicaria sp.*	smartweed
Phytolacca americana*	Pokeweed
Picris echioides*	bristly ox-tongue
Plantago lanceolata*	English plantain
Platanus racemosa	California sycamore
Populus fremontii	Fremont cottonwood
Portulaca oleracea*	common purslane
Prunus cerasifera*	cherry plum

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Appendix B. List of Plants Observed During Site Visits

Scientific Name	Common Name
Quercus lobata	Valley oak
Raphanus sativus*	wild radish
Rosa californica	California rose
Rubus armeniacus**	Himalayan blackberry
Rubus ursinus	California blackberry
Rumex crispus*	curly dock
Salix gooddingii	black willow
Salix lasiandra	Pacific willow
Salix lasiolepis	arroyo willow
Sambucus mexicana	blue elderberry
Silybum marianum*	milk thistle
Solanum rostratum*	buffalo berry
Sonchus oleraceus*	common sow thistle
Sorghum halepense*	Johnsongrass
Spergularia rubra*	purple sand spurry
Stellaria media*	chickweed
Torilis arvensis*	field hedge parsley
Toxicodendron diversilobum	poison oak
Tribulus terrestris*	puncture vine
Trifolium spp.*	clover
Verbascum thapsus*	woolly mullein
Verbena bonariensis*	purpletop vervain
Vitis californica	California wild grape
Xanthium strumarium	cocklebur

* Non-native
** Rated High on California Invasive Plant Council Inventory (Cal-IPC 2021)

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Appendix C. List of Wildlife Observed During Site Visits

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Appendix C. Wildlife Species Observed in the Study Area

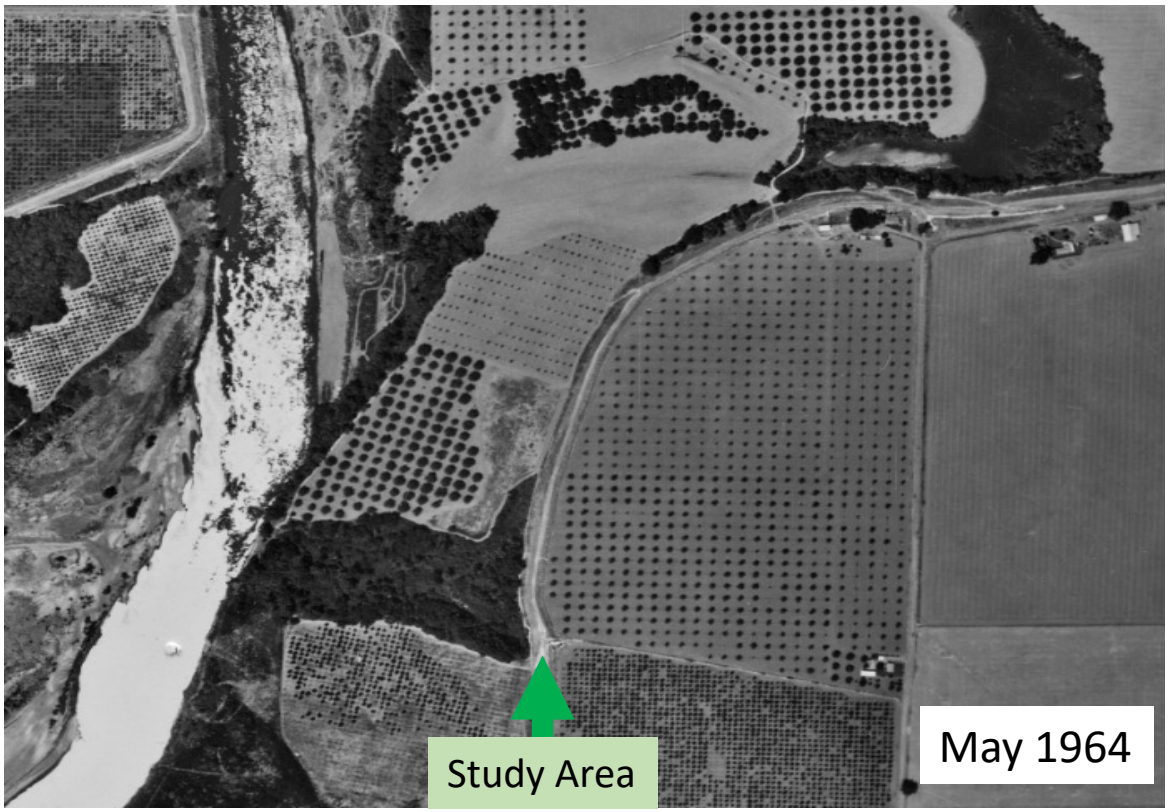
Common Name	Scientific Name
Amphibians and Reptiles	
Birds	
acorn woodpecker	*Melanerpes formicivorus*
American crow	*Corvus brachyrhynchos*
American kestrel	*Falco sparverius*
American robin	*Turdus migratorius*
Anna's hummingbird	*Calypte anna*
Audubon's cottontail	*Sylvilagus audubonii*
Bewick's wren	*Thryomanes bewickii*
black phoebe	*Sayornis nigricans*
bushtit	*Psaltriparus minimus*
California quail	*Callipepla californica*
California scrub jay	*Aphelocoma californica*
California towhee	*Pipilo crissalis*
dark-eyed junco	*Junco hyemalis*
golden-crowned sparrow	*Zonotrichia atricapilla*
house finch	*Carpodacus mexicanus*
house wren	*Troglodytes aedon*
mourning dove	*Zenaida macroura*
northern flicker 'red-shafted'	*Colaptes auratus*
northern mockingbird	*Mimus polyglottos*
Nuttall's woodpecker	*Dryobates nuttallii*
oak titmouse	*Baeolophus inornatus*
red-shouldered hawk	*Buteo lineatus*
red-tailed hawk	*Buteo jamaicensis*
ruby-crowned kinglet	*Regulus calendula*
song sparrow	*Melospiza melodia*
spotted towhee	*Pipilo maculatus*
turkey vulture	*Cathartes aura*
western bluebird	*Sialia mexicana*
white-breasted nuthatch	*Sitta carolinensis*
white-crowned sparrow	*Zonotrichia leucophrys*
wild turkey	*Meleagris gallopavo*
yellow-billed magpie	*Pica nuttalli*
yellow-rumped warbler	*Dendroica coronata*
Mammals	
coyote*	*Canis latrans*
black-tailed jackrabbit	*Lepus californicus*
mule deer	*Odocoileus hemionus*
California vole**	*Microtus californicus*
western gray squirrel	*Sciurus griseus*

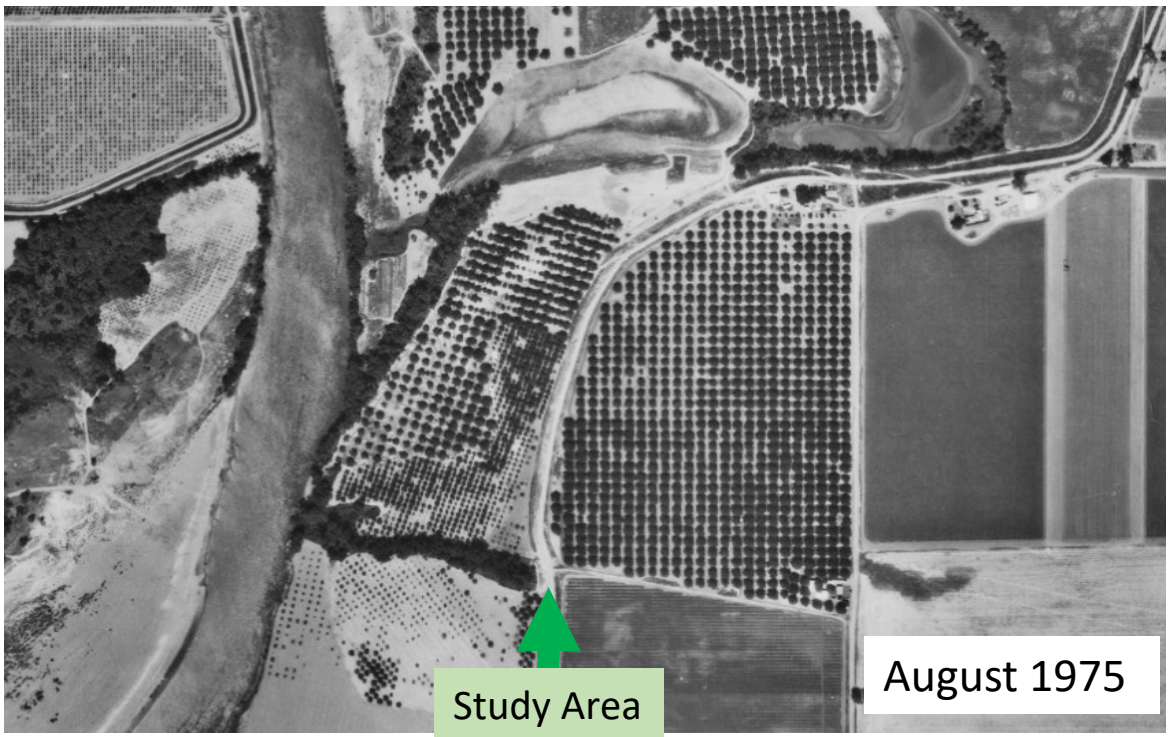
*Observed by landowner day of survey
**Observed sign of activity

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Appendix D. Historic Aerial Photographs

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &





Appendix D. Representative Historic Aerial Photographs

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank,

Appendix E. Representative Photographs

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA &

Along the Sacramento River, looking upstream

Dense lianas of wild grape in the mature overstory

Oxbow lake - well-shaded valley oak riparian, transitions to emergent wetland and riparian scrub

Buttonwillow and dense wild grape along edge of oxbow lake

Valley oak riparian along oxbow lake

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Representative photos of elderberry shrub and potential exit holes

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Sycamore stand in SW corner of the Study Area

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Federal levee looking south

Mature walnut orchard

Young walnut orchard

Cropland following harvest of beans

Fallow field

Fallow field adjacent to the Sacramento River

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Boxelder volunteer in recently fallowed field

Coyotebrush volunteers in recently fallowed field

Ruderal habitat transition from field to riparian

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation Bank,

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE HARMONY VALLEY E[illegible] LONGHORN BEETLE CONSERVA[illegible] (PD-23-48)

NOTICE IS HEREBY GIVEN that Colusa County to adopt a Mitigated Negative Declaration (MND) f ervelt Ecological Services' Valley Elderberry L Beetle Conservation Bank (PD-23-48) project.

Description: The proposed project will restore the project site to provide suitable habitat for the fede ted Valley elderberry longhorn beetle (VELB). The of the project is to provide compensatory mitigatio for unavoidable impacts to the VELB by develop able habitat that would be protected and maintaine petuity. The proposed project requires approv amendment to the General Plan designation from ture General (AG) to Resource Conservation (R change in the zoning classification from Exclusive ture (E-A) to Resource Management (R-M) for the site.

Location: The project is located west of River Roa of Gridley Road, and east of the Sacramento Colusa County, approximately 2.75 miles south of munity of Princeton (Section 6 of Township 1 Range 1 West, Mount Diablo Base and Meridia project site is an approximate 62-acre portion of a property and is identified as Assessor's Parcel N (APN) 012-170-032 and 012-170-069.

Review Period: The County of Colusa will acce ments on the MND: Beginning: October 31, 2024 November 30, 2024.

Scheduled Public Hearing: The Colusa County Commission will conduct a Public Hearing on **De 4, 2024 at 9:00 a.m.** or soon thereafter in the Boa pervisors Chambers located at 546 Jay Street, Su Colusa, CA, to consider the MND, General Plan ment, and zoning amendment application and rece ments from all persons desiring to submit comment time. The Planning Commission will make a recon tion on the project to the Board of Supervisors.

Documentation Availability: Documentation and ation regarding the MND and project may be obt the Community Development Department, 1213 Street, Colusa, CA or by calling (530) 458-0480. In documentation is available on-line at https://www.c colusa.org/994/Current-Planning-Projects.

If you have questions regarding this matter, woul submit any comments, or would like to receive a notification of the availability of any supplemental tion please contact: Steve Geiger, Principal Plann Market Street, Colusa, CA (530)458-0891, or by e sgeiger@countyofcolusaca.gov.

If you challenge the proposed project or environm termination in court, you may be limited to rais those issues you or someone else raised at the public hearings, or in written correspondence deli or prior to, said public hearings.

Dated: October 29, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

Colusa Sun Herald: November 6, 2024
Ad#00303902

Attachment: 2024 12 04 Planning Commission Agenda Staff Report (10236 : PD-23-48 (Harmony VELB Conservation

Attachment: Harmony Reservation and Discount Agreement (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

RESERVATION AND DISCOUNT AGREEMENT FOR SALE OF APPROVED VALLEY ELDERBERRY LONGHORN BEETLE BANK CREDITS (Harmony Conservation Bank)

This Reservation and Discount Agreement for Sale of Approved Valley Elderberry Longhorn Beetle Bank Credits (the "**Agreement**") is entered into this_____ day of _____, 2025 (the "**Effective Date**"), by and between WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("**Mitigation Site Owner**") and COLUSA COUNTY, a political subdivision of the State of California ("**County**"), each referred to as a "**Party**" and jointly referred to as the "**Parties**," as follows:

RECITALS

A. The Mitigation Site Owner is in the process of developing and obtaining resource agency approvals for the Harmony Conservation Bank (the "**Bank**") located in Colusa County, California.

B. Specifically, Mitigation Site Owner is seeking approval from the United States Fish and Wildlife Service ("**Service**") to sell conservation credits (each a "**Conservation Credit**" and collectively the "**Conservation Credits**") from the Bank (including the County Credits, as defined below), pursuant to the Bank Enabling Instrument that will be entered into for the Bank (the "**Bank Agreement**").

C. The Mitigation Site Owner is planning to implement the Bank in order to sell Conservation Credits to development projects that have environmental impacts which require compensatory mitigation. The exact number of Conservation Credits that will ultimately be secured is currently unknown due to the uncertainty of the review and approval processes by the Service. However, it is anticipated that there will be sufficient Conservation Credits to sell the County Credits (as defined below) to the County.

D. County desires the Mitigation Site Owner to reserve forty-four (44) Conservation Credits from the Bank (the "**County Credits**"), for sale to the County, or other public entities to which the County may in its sole discretion assign it mitigation credit purchase rights in whole or part ("**Assigns**") for public projects located in Colusa County, in accordance with the terms and conditions set forth herein.

E. Mitigation Site Owner desires to offer a discount on sales of County Credits to the County or its Assigns with respect to any County Credits subject to the reservation as described in Recital D above and sold by Mitigation Site Owner to County or its Assigns in accordance with the terms and conditions set forth herein.

Attachment: Harmony Reservation and Discount Agreement (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Reservation of County Credits for County Projects. Mitigation Site Owner hereby agrees to reserve the County Credits from the Bank in accordance with this Agreement. The above-described County Credits (i.e., 44 Conservation Credits) shall be reserved for a total period of five (5) years from the date that the Mitigation Site Owner notifies County in writing that it has obtained approval of Bank from the Service (the "**Reservation Period**"). However, in the event the remaining reserved County Credits are the only remaining available credits at the Bank prior to the conclusion of the five (5) year Reservation Period, Mitigation Site Owner shall provide the County with notice of Mitigation Site Owner's intent to close the Bank and right-of-first-refusal within sixty (60) days. Thereafter, County shall either exercise the right-of-first-refusal to purchase up to the remaining reserved County Credits or relinquish the remaining reserved County Credits within the 60-day period. If the County declines purchase all of the remaining reserved County Credits within such 60-day period, the Mitigation Site Owner may sell the remaining unpurchased previously-reserved County Credits (the "**Bank Closure Unpurchased Credits**") to any willing third-party to facilitate closure of the Bank, and shall have no further obligation to reserve or transfer such Bank Closure Unpurchased Credits to the County; provided, however, that after Mitigation Site Owner's sale of the remaining Bank Closure Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Bank Closure Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner.

2. Discount on Bank Credit Sales to County; Closings.

(a) Discount. Mitigation Site Owner hereby agrees that any County Credits reserved pursuant to Section 1 above and purchased by County or its Assigns will be offered to the County or its Assigns at a twenty percent (20%) discount from the retail price of the Conservation Credits (the "**Retail Price**"). The Retail Price shall be determined based upon the Mitigation Site Owner's then-current retail rate sheet for a private sale of such type/amount of Conservation Credits. In addition, if during the Reservation Period and after all of the reserved County Credits are purchased by the County or its Assigns, County or its Assigns may purchase additional Conservation Credits from the Bank from the Mitigation Site Owner if available at the time of such request, and any such purchase of additional Conservation Credits shall be offered to the County or its Assigns at a ten percent (10%) discount from the Retail Price.

(b) Closing Dates. The parties agree that the County Credits may be purchased at multiple closings in multiple phases, based upon the Conservation Credit release dates, as more particularly described below (each a "**Closing**" to occur on a "**Closing Date**"). For the purposes of this Agreement, each **"Closing Date"** shall be for the number of County Credits mutually agreed to by Mitigation Site Owner and County and shall occur on a date mutually agreed to by Mitigation Site Owner and County and that shall be after the date that Mitigation Site Owner notifies County in writing that it has obtained

approval of Bank that can provide the applicable County Credits by the Service and has obtained approval for a Conservation Credit release from the Bank for the County Credits subject to such Closing. If County has not timely purchased the applicable County Credits as described above by the end of the five (5) year Reservation Period, then from and after such date, Mitigation Site Owner shall have the right to terminate this Agreement, and upon such termination Mitigation Site Owner shall have no further obligation to sell, and County shall have no obligation to purchase, any further unpurchased County Credits (the "**Reservation Expiration Unpurchased Credits**"), and in which event Mitigation Site Owner shall be free to sell the remaining forty-four (44) Reservation Expiration Unpurchased Credits to a third party; provided however, that after Mitigation Site Owner's sale of the remaining forty-four (44) Reservation Expiration Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Reservation Expiration Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner. County acknowledges that Mitigation Site Owner cannot guarantee that the County Credits will be available from specific Conservation Credit releases from the Bank, and that the Conservation Credits from the anticipated first and second credit releases from the Bank are already sold-out as of the Effective Date of this Agreement. As such, the County Credits will be made available for purchase by County from some combination (as determined by Mitigation Site Owner) of the third and/or subsequent credit releases from the Bank specified by Mitigation Site Owner.

3. Resource Agency Approval. All Conservation Credit sales must be approved by the Service prior to transfer of the credits.

4. Limitation of Rights Transferred. Any sale and transfer is not intended as a sale or transfer to County or its Assigns or Conservation Credit purchaser of a security, license, lease, easement, or possessory or non-possessory interest in real property, and does not grant any interest of the foregoing.

5. Monitoring and Reporting. The Mitigation Site Owner shall monitor and make periodic reports (no more frequently than annually) available to the County, upon request, on the status of the reservation and sale of Conservation Credits for public projects in the County.

6. Restriction of Transfer. All County Credits sold and transferred to the County or its Assigns or Bank credit purchaser shall be not-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose.

7. Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

Attachment: Harmony Reservation and Discount Agreement (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MITIGATION SITE OWNER:

WESTERVELT ECOLOGICAL SERVICES, LLC,
a Delaware limited liability company

By:_____ Date:_____

Name:_____

Title: _____

COLUSA COUNTY:

COLUSA COUNTY

By:_____ Date:_____

Name:_____

Title:_____

Attachment: Harmony Reservation and Discount Agreement (10236 : PD-23-48 (Harmony VELB Conservation Bank, Westervelt) GPA & ZA)